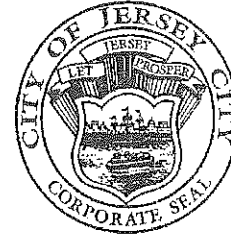


# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.806  
Agenda No. 10.A  
Approved: DEC 18 2013  
TITLE:



## RESOLUTION AUTHORIZING CY 2013 APPROPRIATION TRANSFERS

**COUNCIL**  
**of the following resolution:**

**offered and moved adoption**

**RESOLVED**, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2013 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

	From	To
27-331 Div. of Health S&W		170,000.00
26-391 BLDG&Street Maint. S&W		160,000.00
22-198 Housing Code Enf. S&W		93,000.00
28-370 Recreation S&W		93,000.00
28-370 Recreation OE		20,000.00
20-110 Mayors Office S&W		70,500.00
20-145 Tax Collections S&W		64,000.00
28-375 Parks Maint. S&W		60,000.00
28-375 Parks Maint. OE	150,000.00	
22-195 Construct. Code Official S&W		59,000.00
20-106 Communications S&W		53,000.00
20-100 Administration S&W		30,000.00
20-108 Human Resources S&W		50,500.00
20-120 City Clerk S&W		27,000.00
20-150 Tax Assessor S&W		18,500.00
20-150 Tax Assessor OE	100,000.00	
20-102 Purchasing S&W		12,000.00
22-196 Tenant/Landlord S&W		6,200.00
26-290 DPW Director S&W		6,100.00
20-103 Real Estate S&W		5,000.00
21-186 Zoning S&W		4,200.00
20-107 Utility Management S&W		500.00
20-131 Treasury S&W		500.00
23-220 Employee Group Health Insurance		2,800,000.00
36-473 Social Security		325,000.00
23-221 Health Benefit Waiver		70,060.00
30-414 Salary Adjustment Account	1,750,000.00	
25-240 Police S&W		200,000.00
25-265 Fire & Emergency Services S&W	1,200,000.00	
26-114 Engineering, Architecture & Traffic OE	200,000.00	
25-270 Public Safety S&W	75,000.00	
25-270 Public Safety OE	25,000.00	
20-111 Resident Response Center S&W	100,000.00	
20-155 Law Department S&W	100,000.00	

City Clerk File No. Res. 13.806Agenda No. 10.ATITLE: **DEC 18 2013**

	From	To
20-123 Municipal Court S&W	150,000.00	
20-122 Municipal Election OE	115,000.00	
20-140 Info Tech OE	100,000.00	
21-180 Planning S&W	80,000.00	
31-431 Street Lighting OE	255,560.00	
36-480 PERS Defined Contribution		2,500.00
	<b>4,400,560.00</b>	<b>4,400,560.00</b>

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

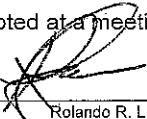
Certification Required ☐Not Required ☐APPROVED 9-0

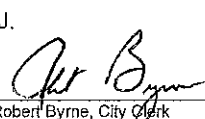
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 \_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.807  
Agenda No. 10.B  
Approved: DEC 18 2013  
TITLE:

**RESOLUTION AUTHORIZING THE INSERTION  
OF SPECIAL ITEMS OF REVENUES AND  
APPROPRIATIONS IN THE CY 2013  
MUNICIPAL BUDGET, PURSUANT TO N.J.S.A.  
40A:4-87.**



**COUNCIL**  
the following resolution:

offered and moved adoption of

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount,

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2013 Municipal Budget:

	<u>FROM</u>	<u>TO</u>
Senior Nutrition	\$1,390,654	\$1,456,176
Body Armor Replacement Fund	0	\$89,206

**BE IT FURTHER RESOLVED** that a like sum be approved to be appropriated in same budget:

	<u>FROM</u>	<u>TO</u>
Senior Nutrition	\$1,390,654	\$1,456,176
Body Armor Replacement Fund	0	\$89,206

**BE IT FURTHER RESOLVED** that notification of these budget changes will be made to the Director of the Division of Local Government Services on forms as prescribed by the aforementioned authority.

APPROVED:  CTO

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.808

Agenda No. 10.C

Approved: DEC 18 2013

TITLE:

**RESOLUTION CERTIFYING COMPLIANCE WITH N.J.S.A. 40A:5-4 REQUIRING GOVERNING BODY OF EVERY LOCAL UNIT TO HAVE MADE AN ANNUAL AUDIT OF BOOKS, ACCOUNTS AND FINANCIAL TRANSACTIONS**



## COUNCIL OFFERED AND MOVE ADOPTION OF THE FOLLOWING RESOLUTIONS:

**WHEREAS, N.J.S.A. 40A:5-4** requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

**WHEREAS, the Annual Report of Audit for the Financial Statements for the years ended December 31, 2012 and 2011** have been filed by Frederick J. Tomkins of Donohue, Gironda & Doria, a Registered Municipal Accountant, with Robert Byrne, the Municipal Clerk of the City of Jersey City, in accordance with the requirements of **N.J.S.A. 40A:5-4** and a copy has been received by each member of the governing body; and

**WHEREAS, the Local Finance Board of the State of New Jersey** is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

**WHEREAS, the Local Finance Board** has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled:

### General Comments

### Recommendations; and

**WHEREAS, the members of the governing body** have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

### General Comments

### Recommendations, as evidenced by the group affidavit form of the governing body; and

**WHEREAS, such resolution of certification** shall be adopted by the governing body no later than forty-five days after receipt of the annual audit, as per the regulations of the Local Finance Board; and

**WHEREAS, all members of the governing body** have received and have familiarized themselves with, at least the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the penalty provisions of R.S. 52:27BB-52 - to wit:

R. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and upon conviction, may be fined not more than one thousand (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

**NOW, THEREFORE, BE IT RESOLVED,** that the governing body of the City of Jersey City, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

G:\WPDOCS\SEAN\Audit\Annual Audit Reso Certifying Compliance - year ended 12-31-12.wpd

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.809

Agenda No. 10.D

Approved: DEC 18 2013

TITLE:



## RESOLUTION RE-APPOINTING FRANK C. BABCOCK AS A PART TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT

### COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

Whereas, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated December 10, 2013, that he has re-appointed Frank C. Babcock, of 144 Old Bergen Road, Unit 4, Jersey City, New Jersey, as a part time Judge of the Municipal Court of the City of Jersey City, for the term to commence on December 18, 2013 and expire on December 17, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the re-appointment of Frank C. Babcock as a part time Judge of the Municipal Court of the City of Jersey City for the above mentioned term is hereby advised and consented to pursuant to law.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

December 10, 2013

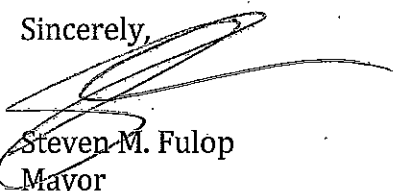
President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

Dear President and Members:

Kindly be advised that I have re-appointed Frank C. Babcock, of 144 Old Bergen Road, Unit B4, Jersey City, New Jersey to serve as a part time Municipal Court Judge. Judge Babcock's term will commence immediately and will expire on December 17, 2016.

Thank you for your attention to this matter.

Sincerely,



Steven M. Fulop  
Mayor

cc: Muhammed Akil, Chief of Staff  
Robert Byrne, City Clerk  
Peter F. Bariso, Jr., Assignment Judge  
Frank Carpenter, Presiding Judge  
Carlo Abad, Chief Municipal Judge



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

November 4, 2013

Council President and  
Members of the Municipal Council  
280 Grove Street  
Jersey City, New Jersey 07302

RE: Reappointment of Frank C. Babcock  
As a Part-Time Municipal Court Judge

Dear Council President and Members:

Judge Babcock has been with the Jersey City Municipal Court for approximately six years. He has proven to be an outstanding jurist and a valuable asset to the court. He is courteous with the public, has a great reputation with the Bar, and has an exemplary record.

Accordingly, it is with pleasure that I recommend his reappointment. Enclosed is Judge Babcock's résumé. Should you wish to meet with Judge Babcock please reach out to him directly using the contact information provided by his résumé.

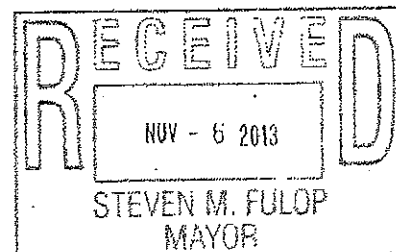
It is the Mayor's intention to have the resolution requesting your consent to this reappointment on the agenda of the November 26, 2013 Council Meeting.

Very truly yours,

Jeremy Farrell,  
Corporation Counsel

JF/mpj

cc: Steven M. Fulop, Mayor  
Muhammed Akil, Chief of Staff



FRANK C. BABCOCK  
ATTORNEY AT LAW  
40 JOURNAL SQUARE, SUITE 316  
JERSEY CITY, NEW JERSEY 07306  
(201) 798-7738

**RESIDENCE:** 144 Old Bergen Road, Unit B4  
Jersey City, New Jersey

**EDUCATION:** B.A. Trenton State College Political Science  
1984; J.D. Western New England School of Law  
1989, Member of N.J. Bar 1990 to Present

**WORK EXPERIENCE:** ADMINISTRATIVE ANALYST (1985 to 1986) Sussex  
County Probation. Oversaw and quantified child  
support collections

ASSISTANT COUNTY COUNSEL HUDSON COUNTY (1989 to  
1990) Worked in Welfare Division. Duties  
included paternity trials; child support  
enforcement, administrative hearings.

ASSISTANT PROSECUTOR JERSEY CITY MUNICIPAL  
COURT (Per Diem 1993 - 1994) Appeared numerous  
times in night court for traffic matters.

ASSOCIATE WITH LAW OFFICE OF FRANK D.  
ANGELASTRO (1990 to 2000) Handled numerous  
matters including jury trials in both civil  
and criminal court. Accomplishments include  
successful published appellate division matter  
on pension law. Also, was successful in  
federal third circuit of appeals.

SOLO PRACTITIONER (2001 to Present) General  
practice maintaining offices at 40 Journal  
Square, Jersey City, New Jersey.

WORKERS' COMPENSATION ATTORNEY (2005 to  
Present) Represent the Jersey City Municipal  
Utilities Authority and Jersey City Parking  
Authority in Workers' Compensation matters.

**ACTIVITIES:** Previous President of Hudson County  
Association for Retarded Citizens. Annual  
marathon runner for St. Jude's Children's  
Hospital.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.810  
Agenda No. 10.E  
Approved: DEC 18 2013  
TITLE:



## RESOLUTION RE-APPOINTING MARGARET M. MARLEY AS A FULL TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT

COUNCIL  
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

Whereas, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated December 10, 2013, that he has re-appointed Margaret M. Marley, of 108 Magnolia Avenue, Jersey City, New Jersey, as a full time Judge of the Municipal Court of the City of Jersey City, for the term to commence on December 18, 2013 and expire on December 17, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the re-appointment of Margaret M. Marley as a part time Judge of the Municipal Court of the City of Jersey City for the above mentioned term is hereby advised and consented to pursuant to law.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

December 5, 2013

Council President and  
Members of the Municipal Council  
280 Grove Street  
Jersey City, New Jersey 07302

RE: Reappointment of Margaret M. Marley  
As a Full-Time Municipal Court Judge

Dear Council President and Members:

The current Jersey City Municipal Court term of the Honorable Margaret M. Marley expires on December 14, 2013. Judge Marley has been with the Jersey City Municipal Court for approximately seven years. She has proven to be an outstanding jurist and a valuable asset to the Court. She is courteous with the public, has a great reputation with the Bar, and has an exemplary record.

Accordingly, it is with pleasure that I impart to you the Mayor's decision to reappointment Judge Marley. Enclosed for your review is Judge Marley's résumé. Should you wish to meet with her please reach out to her directly using the contact information provided.

It is the Mayor's intention to have the resolution requesting your consent to this reappointment on the agenda of the December 18, 2013 Council Meeting.

Very truly yours,

Jeremy Farrell,  
Corporation Counsel

JF/mp

cc: Steven M. Fulop, Mayor  
Muhammed Akil, Chief of Staff  
Peter F. Bariso, Jr., Assignment Judge  
Frank Carpenter, Presiding Judge  
Carlo Abad, Chief Municipal Judge

# Margaret M. Marley

Attorney at Law - Judge of the Municipal Court City of Jersey City

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108 Magnolia Avenue, Jersey City, NJ 07306 (201) 653-6863 Cell (201) 401-0473 mmlee275@aol.com

## EDUCATION

Juris Doctor, Seton Hall University School of Law , Cum 3.12 — 1986 - 1989

Seton Hall University, Bachelor of Arts, Political Science — 1982 - 1986

Graduated Magna Cum Laude Cum 3.7 Political Science Honor Society.

Admitted to the New Jersey State Bar - 1989

## EMPLOYMENT

**Judge of the Municipal Court, Full-Time, Jersey City — 2007-Present**

Presiding over 10 court calendars weekly with matters including criminal disorderly person offenses, DWI, motor vehicle violations, municipal ordinance violations and Temporary Restraining Orders. Also assigned to Hudson County Central Judicial Processing Court where new arrests are reviewed by the County Prosecutor and are referred to the Grand Jury or downgraded and sent to the various Municipal Courts throughout Hudson County. Defendants in this court make a first appearance, are arranged and bail is set.

**Municipal Prosecutor, Jersey City Municipal Court, - 2006-2007**

Handled all phases of Prosecution in the Municipal Court from arraignment to plea negotiations to trial on matters including criminal disorderly person offenses, DWI, motor vehicle violations and municipal ordinance violations

**Solo Practitioner, Attorney, Jersey City, New Jersey 1997-2007**

Maintained a private law practice specializing in Criminal Defense and Municipal Court matters. Also handled civil litigation including contract disputes, real estate transactions, wills and estates and family law. Served as Public Defender in the Jersey City Municipal Court

**Office of the Hudson County Prosecutor, Assistant Prosecutor, 1992-1997**

Handled all phases of Criminal Prosecution from Pre-Indictment to Grand Jury to Trial. Assigned to adult division, juvenile division and domestic violence unit. Handled variety of offenses including but not limited to narcotics, robbery, burglary, and homicide. Prosecuted numerous jury trials.

**Hughes & Finnerty, Associate Attorney, Bayonne, NJ 1990-1992**

Associate attorney in firm with general practice handling commercial litigation, personal injury, criminal defense and family law. Firm was Public Defender for the Bayonne Municipal Court. Heavy motion practice.

**Hon. Kevin G. Callahan, JSC, Judicial Law Clerk, Hudson County, NJ 1989-1990**

Served as judicial law clerk for the then Presiding Judge of the Criminal Division in Hudson County. Drafted legal memorandum and jury charges

## PROFESSIONAL ASSOCIATIONS

New Jersey State Bar Association

Hudson County Bar Association

District IV Attorney Ethics Committee - past member

Margaret M. Marley - resume con't

## REFERENCES

Hon. Kevin G. Callahan, JSC (retired)  
Hon. Nesle Rodriguez, JSC, Hudson County  
Hon. Edward DeFazio, JSC, Hudson County  
Hon. Shiela Venable, JSC, Hudson County  
Hon. Frank Carpenter, III, Presiding Judge of Hudson County Municipal Courts  
Hon. Carlo Abad, PJMC, Jersey City  
Hon. Cynthia Jackson, JMC  
John Hughes, Esq., Bayonne, NJ  
Judith Q. Bielan, Esq., Bayonne, NJ  
Rev. James V. Pagnotta, Pastor, St. Joseph's Church, Jersey City, NJ

## COMMUNITY SERVICE

Holy Rosary School, Jersey City, NJ - Coached Girls Basketball & Softball  
(late 80's-early 90's)  
Holy Rosary School, Jersey City, NJ - Adult leader of youth CYO group  
(late 80's - early 90's)  
Hilltop Neighborhood Association, Jersey City, NJ - Former President  
Jersey City Board of Education, Super Saturday Program - Instructor  
High School Mock Trial Competition - Coached Hoboken High School  
Academy of St. Aloysius Alumnae Association - Former President, Council member  
1988 - present  
Academy of St. Aloysius, Jersey City, NJ - Coached Varsity Tennis and Varsity Softball  
2000 - 2006  
St. Joseph's Parish, Jersey City - Served on Parish Council, Lector, Leader of Song  
1982- present  
St. Joseph's School, Jersey City - Former Vice President of School Board, Chair of  
Development Committee 2010-2012 - Current Development Committee Member

## COMMUNITY AWARDS

Hudson County CYO Outstanding Merit Award - 1990  
Jersey City Woman of Action Award 1995 - Jersey City Municipal Council  
Distinguished Alumna Award 2009 - Saint Joseph's School, Jersey City



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.811

Agenda No. 10.F

Approved: DEC 18 2013

TITLE:



## RESOLUTION APPOINTING ANEESAH ABDULLAH AS A MEMBER OF THE JERSEY CITY HOUSING AUTHORITY

### COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated December 10, 2013 that he has appointed **Aneesah Abdullah** of 19 Merritt Street, Jersey City, New Jersey, as a member of the **Jersey City Housing Authority**, replacing Della Womack, who has resigned, for a term to commence upon adoption of this resolution and expire on May 16, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Aneesah Abdullah** as a member of the **Jersey City Housing Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando A. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors  
8.f  
Meeting 12.18.13

December 10, 2013

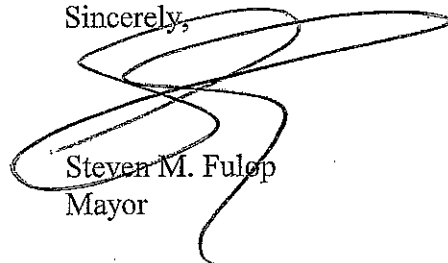
President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey  
07302

Dear Council President and Members,

Kindly be advised that I have appointed **Aneesah Abdullah**, of 19 Merritt Street, Jersey City, New Jersey, to serve as a **Member** of the **Jersey City Housing Authority**. Ms. Abdullah is replacing Della Womack, who has resigned. Ms. Abdullah's term will commence upon the adoption of a resolution and expire on May 16, 2017.

I respectfully request your advice and consent on this appointment.

Sincerely,



Steven M. Fulop  
Mayor

c: Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Acting Business Administrator  
Robert Byrne, City Clerk  
Maria T. Maio, Executive Director, J.C. Housing Authority  
Muhammed Akil, Chief of Staff  
Nancy Warlikowski, Mayor's Office  
Anesah Abdullah

OFFICE OF THE MAYOR  
CITY HALL  
280 GROVE STREET  
JERSEY CITY, NJ 07302

P: 201 547 5200  
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

# **Mrs. A. Abdullah**

**19 Merritt Street, Jersey City, NJ 07305 201-205-7100 / [aabdullah@jcboe.org](mailto:aabdullah@jcboe.org) and**

**[aneesah10@yahoo.com](mailto:aneesah10@yahoo.com)**

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## **EXECUTIVE SUMMARY**

### **COMMITMENT / LEADERSHIP / INTERGRITY**

Enthusiastic educator and strategic leader uses pedagogical techniques to convey information and teach content / skills. As an expert in organization and planning, evidence of evolving knowledge of the participation in professional growth activities. Highly knowledgeable of student goals and settings are to be recognize that each student has his / her own learning style. Demonstrates indisputable care, and respect all student excellence of correct and expressiveness. Well spoken and written language that enhances learning and enriches lessons. Dedicated to maintaining and excellent reputation built on respect for others, planning and organizational skills, plans effective all activities that enhances projects / lesson, always an conducive environment for learning, and presentation of lessons are well presented.

---

## **AREAS OF EXPERTISE**

- Preparation and Administration of Exams
  - Compilation and pre sensation of oral / written reports
  - Ability to work under pressure
  - Performance Evaluations
  - Classroom Management
  - Planning and organization
  - Maintain Accurate, Timely and Complete Records
  - Interactive and Collaborative Planner
  - A Flexible Approach
  - Planning Programs and Designing Displays
  - Communicate Instructional Goals / Objectives
  - Community Activist
  - Zoning Board / JCC Board-Jersey City Courts / NJEA Committee's / JCBOE Committees
-

## Professional Experience

**Jersey City Board of Education- Teacher of the Handicap** **1985 - 2013**

**Certified Drivers Education / Health - 2009**

**30 credits towards Masters in Science - 2013**

**Hudson City Savings Bank     Manager** **1975 – 1985**

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## **EDUCATION**

---

**New Jersey City University** **Jersey City NJ**

**June 1985**

**Bachelor of Science in Sociology / Anthropology**

**New Jersey City University** **Jersey City NJ**

**June 1987**

**Certification of Special Education**

**Certification of Drivers Education**

**New Jersey City University** **Jersey City NJ**

**27 College Credits towards a MASTERS IN SCIENCE**

**Dep. of Science / Pre-College Programs**

## **Professional Affiliation**

**JCEA UNION REP / LOCAL TEACHERS UNION AT SNYDER HIGH SCHOOL**

**NJEA UNION REP / WORKING CONDITIONS BOARD /MARTIN L. KING  
BOARD**

**JCC BOARD / JUVENILE CONFERENCE COMMITTEE, JC COURTS SYSTEM**

**CHILD PLACEMENT REVIEW COMMITTEE, JC COURTS SYSTEM**

**ZONING BOARD COMMISSIONER**

**HOUSIING AUTHORITY, Community Activist**

**NAACP / LIFE TIME MEMBER**

**NATIONAL ACTION NETWORK / LIFE TIME MEMBER**

**FIFTEEN TOGETHER PROGRAM / COORDINATOR**

**AFRICAN AMERICAN CLUB / COORDINATOR**

**HIP-HOP DANCE CLUB / COORDINATOR**

**MENTORING PROGRAM / JERSEY CITY BOYS & GIRLS CLUB**

**PLAY WRITER / WE'RE JUST TWO OLD LADYS SITTING ON A PORCH.....**

**AFRICAN AMERICAN DANCE CLUB / COORDINATOR**

**MULTICULTURAL CLUB / COORDINATOR**

**IN-SCHOOL SUPENSION / Late Room Program....DIRECTOR**

**GENERATION TO GENERATION / LIFE TIME MEMBER**

**BLOCK ASSOCIATION / COORDINATOR**

**Mrs. A. Abdullah**

---

**REFERENCES**

**Mr. Edward Slattery / PRINCIPAL**

123 Coles Street

Jersey City, NJ 07302

**McNair Academic High School**

**Principal / [ESlattery@jcboe.org](mailto:ESlattery@jcboe.org)**

**Annette Harris**

McNair High School

123 Coles Street

Jersey City, NJ 07302

**Coordinator, Department of Autism**

**[AHarris@jcboe.org](mailto:AHarris@jcboe.org)**

**Dr. A. Blake Garrett**

346 Claremont Ave.

Jersey City, NJ 07305

**Supervisor of Non-Public Schools**

**[ABGarrett@jcboe.org](mailto:ABGarrett@jcboe.org)**

**Franklin Walker**

**346 Claremont Ave.**

**Jersey City Public Schools**

**Associate Superintendent / JCPS / 201-915-6700**

November 4, 2013

Chairman Raj Mukherji  
Jersey City Board of Commissioners  
Jersey City Housing Authority  
400 US Highway No. 1  
Jersey City, New Jersey 07306

Dear Mr. Mukherji:

This correspondence is to inform you and my colleagues that I will no longer serve as a member of the Board of Commissioners effective immediately. This was not an easy decision because of the many years I have spent with the Jersey City Housing Authority.

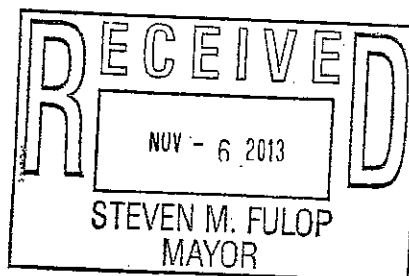
I am thankful for the time and opportunity to serve as a commissioner.

Respectfully yours,



Della Womack  
Commissioner

cc: Mayor Steven M Fulop, City of Jersey City  
Senator Sandra Cunningham  
Executive Director Maria Maio  
Board of Commissioners



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.812

Agenda No. 10.6

Approved: DEC 18 2013

TITLE:



## RESOLUTION URGING THE STATE LEGISLATURE TO ADOPT LEGISLATION AUTHORIZING A CONSTITUTIONAL AMENDMENT TO BE SUBMITTED TO THE PEOPLE TO INCREASE THE LEVEL OF THE PROPERTY TAX DEDUCTION FOR VETERANS OF THE UNITED STATES ARMED FORCES

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, military service members are 1 percent of the population shouldering the responsibility of protecting the entire Nation and all its States and territories; and

**WHEREAS**, it is our responsibility to honor our veterans, giving those who have served to protect our freedoms the opportunities and support they have earned; and

**WHEREAS**, the risks our veterans have endured in service to our country encumber a lifelong appreciation from a grateful Nation; and

**WHEREAS**, the New Jersey Constitution, Article VIII, Section 1, paragraph 3 sets forth a property tax deduction for those honorably discharged from any branch of the Armed Forces of the United States or their surviving spouse in the amount of \$250; and

**WHEREAS**, this amount has remained unchanged since 2002 despite escalating costs and increased barriers for reentry for those serving in our military forces; and

**WHEREAS**, leadership from our state legislative delegation is necessary to ensure vital property tax relief to ease the burden faced by our veterans. The adjustment of the level of this deduction would require a constitutional amendment and the passage of a concurrent resolution to move this issue before the people of the State of New Jersey.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the City Council of the City of Jersey City:

1. Encourages the legislature to allow the voters of this State to adjust the level of property tax deduction for veterans as it is set forth in Article VIII, Section 1, paragraph 3 of the Constitution of the State of New Jersey.
2. Encourages the level of the deduction to be increased at \$1000.
3. Urges our Hudson County Legislative Delegation to sponsor and champion this legislation which is necessary to provide appropriate property tax relief for our veterans who have given so much to our nation.

TZ/igp  
12/10/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



**A CONCURRENT RESOLUTION** proposing to amend Article VIII, Section 1, paragraph 3 of the Constitution of the State of New Jersey

**BE IT RESOLVED** *by the General Assembly of the State of New Jersey (the Senate concurring):*

1. The following proposed amendment to the Constitution of the State of New Jersey is agreed to:

PROPOSED AMENDMENT

Article VIII, Section I, paragraph 1 amended effective December 5, 1963.

2. Exemption from taxation may be granted only by general laws. Until otherwise provided by law all exemptions from taxation validly granted and now in existence shall be continued. Exemptions from taxation may be altered or repealed, except those exempting real and personal property used exclusively for religious, educational, charitable or cemetery purposes, as defined by law, and owned by any corporation or association organized and conducted exclusively for one or more of such purposes and not operating for profit.

3. Any citizen and resident of this State now or hereafter honorably discharged or released under honorable circumstances from active service, in time of war or other emergency as, from time to time, defined by the Legislature, in any branch of the Armed Forces of the United States shall be entitled, annually to a deduction from the amount of any tax bill for taxes on real and personal property, or both, including taxes attributable to a residential unit held by a stockholder in a cooperative or mutual housing corporation, in the sum of \$50 or if the amount of any such tax bill shall be less than \$50, to a cancellation thereof, except that the deduction or cancellation shall be \$100 in tax year 2000, \$150 in tax year 2001, \$200 in tax year 2002 and \$250 in each tax year [thereafter] through 2013 and in tax year 2014 \$1000 and in each tax year thereafter. The deduction or cancellation shall not be altered or repealed. Any person hereinabove described who has been or shall be declared by the United States Veterans Administration, or its successor, to have a service-connected disability, shall be entitled to such further deduction from taxation as from time to time may be provided by law. The surviving spouse of any citizen and resident of this State who has met or shall meet his or her death on active duty in time of war or of other emergency as so defined in any such service shall be entitled, during her widowhood or his widowerhood, as the case may be, and while a resident of this State, to the deduction or cancellation in this paragraph provided for honorably discharged veterans and to such further deduction as from time to time may be provided by law. The surviving spouse of any citizen and resident of this State who has had or shall hereafter have active service in time of war or of other emergency as so defined in any branch of the Armed Forces of the United States and who died or shall die while on active duty in any branch of the Armed Forces of the United States, or who has been or may hereafter be honorably discharged or

released under honorable circumstances from active service in time of war or of other emergency as so defined in any branch of the Armed Forces of the United States shall be entitled, during her widowhood or his widowerhood, as the case may be, and while a resident of this State, to the deduction or cancellation in this paragraph provided for honorably discharged veterans and to such further deductions as from time to time may be provided by law.

Article VIII, Section I, paragraph 3 amended effective December 2, 1999.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.813

Agenda No. 10.H

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION URGING THE BOARD OF PUBLIC UTILITIES, COMCAST, VERIZON, AND PSE&G TO REMOVE ALL NON-FUNCTIONING POWER LINES, CABLE TELEVISION WIRES, TELEPHONE LINES, AND UTILITY WIRES FROM ALL UTILITY POLES THROUGHOUT JERSEY CITY**

## COUNCIL

Offered and moved adoption of the following resolution:

**WHEREAS**, many of the utility poles throughout Jersey City contain a mass of unsightly cables and wires that are no longer functional; and

**WHEREAS**, the presence of these unsightly non-functioning and obsolete cables and wires constitute unnecessary visual clutter that blights neighborhoods; and

**WHEREAS**, the photographs attached hereto taken by Jersey City resident Yvonne Balcer depict typical examples of these unsightly non-functioning and obsolete cables and wires; and

**WHEREAS**, these non-functioning cables and wires can pose a public safety hazard; and

**WHEREAS**, an example of such a public safety hazard took place on November 27, 2013 when a tangle of low-hanging cables and wires in front of 345 Grove Street in Downtown Jersey City hampered firefighters battling a four-alarm fire there; and

**WHEREAS**, the difficulty the firefighters had containing the fire while attempting to avoid the low-hanging cables and wires in front of 345 Grove Street was described by the Jersey Journal in its December 3, 2013 online edition, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Municipal Council of the City of Jersey City hereby urges the Board of Public Utilities, Comcast, Verizon, and PSE&G to remove all non-functioning cables and wires from utility poles throughout Jersey City, and the City Clerk is hereby directed to send a certified copy of this Resolution to all cable television, telephone and utility companies who use utility poles in Jersey City to carry their wires and cables.

JH  
12/10/13

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

City Councilor

**WITHDRAWN**

APPROVED

12.18.13

COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

COUNCILPERSON	AYE	NAY	N.V.
MAN			
RO, PRES			

N.V.-Not Voting (Abstain)

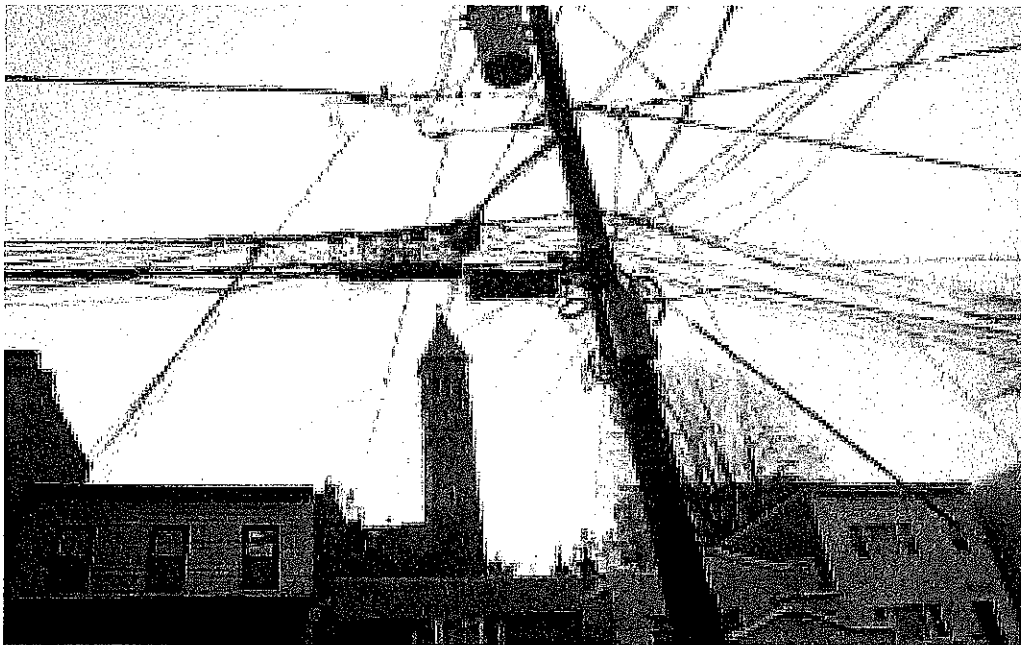
Adopted at a meeting of the Municipal Council

Rolando R. Lavarro, Jr., President of Council

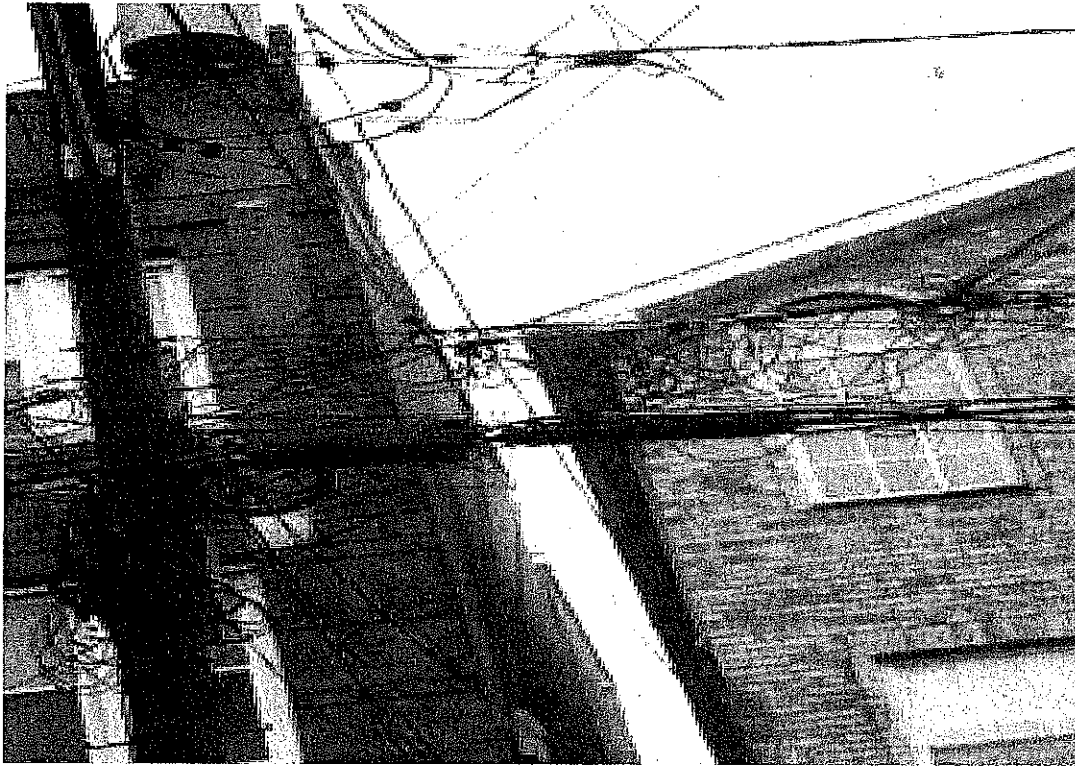
Robert Byrne, City Clerk



**PHOTO 1-SKILLMAN AVENUE, JERSEY CITY 07306**



**PHOTO II-SKILLMAN AVENUE, JERSEY CITY 07306**



**PHOTO 111-BALDWIN AVNEUE, JERSEY CITY 07306**



## 'Tangle' of electrical wires interfered with fighting Grove Street fire, Jersey City official says

Loading Photo Gallery

Terrence T. McDonald/The Jersey Journal By Terrence T. McDonald/The Jersey Journal

Email the author | Follow on Twitter

on December 03, 2013 at 12:07 PM, updated December 03, 2013 at 12:08 PM

A tangle of low-hanging electrical wires near Grove and Bay streets in Downtown Jersey City posed a problem for firefighters battling a **four-alarm blaze** there last week, a top official said yesterday.

The wires interfered with firefighters as they raised the ladders on their trucks, Public Safety Director James Shea told The Jersey Journal yesterday.

Shea said firefighters eventually decided to move two trucks from the front of 345 Grove St., where the fire started, and position one of them behind the building and one on the side.

That decision was "so quick," though, that it didn't result in any delays getting the blaze extinguished, according to Shea.

Firefighters have to stay 10 feet away from the wires for safety reasons, according to Shea, the top administrator of both the police and fire departments.

Mayor Steve Fulop said low-hanging wires are common in historic areas of the city.

A fire engine was involved in a motor-vehicle accident on its way to the fire, but that resulted in no delays because there were other engines already on the scene, according to Shea.

"The fire department did a magnificent job," Shea said.

The fire, which quickly spread to 343 Grove St., left 22 people homeless and **two buildings destroyed** the day before Thanksgiving. The blaze was so intense it drove firefighters out of the buildings at one point.

The cause of the fire is still under investigation, Shea said.

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# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13.814

Agenda No. \_\_\_\_\_ 10.1

Approved: \_\_\_\_\_ DEC 18 2013

TITLE:



## Resolution of Support from City of Jersey City Municipal Council Authorizing the Sustainable Jersey Grant Application

**WHEREAS**, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, Jersey City strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

**WHEREAS**, Jersey City is silver level certified in the Sustainable Jersey Program; and

**WHEREAS**, the Jersey City Green Team is represented by the Jersey City Environmental Commission, wishes to partner with the Washington Park Association of Hudson County, Inc. to bring their Nine for Nine Program to Dickinson High School; and

**WHEREAS**, the Washington Park Association of Hudson County, Inc. is considered a viable and active partner with Hudson County Parks and Jersey City schools, and has had considerable success in building Learning Gardens and their Nine for Nine Program; and

**WHEREAS**, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

**THEREFORE, BE IT RESOLVED**, that the Municipal Council of Jersey City has determined that the Washington Park Association of Hudson County, Inc. in collaboration with the Jersey City Environmental Commission, representing the Jersey City Green Team, authorizes the submission of the Sustainable Jersey Grant.

  
Robert D. Cotter, FAICP, PP, Planning Director

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

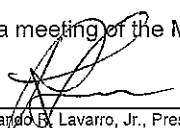
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution of Support from City of Jersey City Municipal Council Authorizing the Sustainable Jersey Grant Application.

**Initiator**

Department/Division	HEDC/Planning	
Name/Title	Tanya R Marione-Stanton	Senior Planner
Phone/email	201-547-5488	tanyam@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Washington Park Association of Hudson County, Inc. (WPA) and Dickinson High School seek to build a partnership to develop a Student Volunteering Program with the 2013 incoming freshman students. The Program targets students with a desire to develop and improve on the knowledge they gain through the curriculum coursework at the Dickinson campus. WPA proposes that two Program staff, in collaboration with Dickinson staff and educators and WPA Trustees, oversee, teach and manage student volunteers

During the fall and winter, this group will have a key role in researching, cataloging and mapping the location of each type of plant in Washington Park's gardens, learning how to care for the plants, and documenting what is currently working and not working. Students will take soil samples to test pH levels and other environmental dangers, such as lead and other contaminants. Students will also become knowledgeable about ways to minimize water run-off in gardens, techniques to prevent weeds, preparing beds for winter and other factors for consideration when planning a public garden. These sessions will provide an opportunity for students to apply concepts from their biology and environmental science classes.

During the winter and spring, students will prepare a plan for Dickinson's September 11 Memorial. With the help of Dickinson staff, the group will first research the role of public memorials. Next WPA will run a workshop to help stimulate ideas before students conduct consultations in the school using whatever method they feel suits them to understand what the school community wants for the Memorial. After consultation, this group will develop concepts for the Memorial, using design tools available to them (e.g. CAD). WPA will guide students on how to include sustainability components in their plans. The group, with WPA guidance, will then prepare a presentation for the school community.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

12/12/13  
Date



## **Tolonda Griffin-Ross**

---

**From:** Sean Gallagher  
**Sent:** Wednesday, December 04, 2013 1:04 PM  
**To:** Tolonda Griffin-Ross  
**Cc:** Irene McNulty  
**Subject:** FW: Council Resolution for Sustainable Jersey Grant  
**Attachments:** SJ\_Small Grant Reso\_2014.doc; image001.jpg

Tolonda,

Please print a copy of the attached and place it in the agenda meeting folder for the next meeting. I will forward a copy of this e-mail to Jeremy and Monique for their agenda. Thanks!!!

---

**From:** Tanya Marione-Stanton  
**Sent:** Monday, December 02, 2013 1:14 PM  
**To:** Robert Byrne; Sean Gallagher; Robert Kakoleski  
**Cc:** Vivian Brady-Phillips; Nick Caballero; Mory Thomas; Rolando Lavarro; Robert Cotter  
**Subject:** Council Resolution for Sustainable Jersey Grant

Hello All,

Attached is the resolution for the Sustainable Jersey small grant.. Part of the application process is the council passing a supporting resolution for the grant application. This application is for the partnership with Washington Park Association and Dickinson High School for their 9 for 9 program. Which will essentially mimic the work and education opportunities they've provided in Washington Park. The additional benefit is the rain garden installation that will help reduce the amount of rainfall that goes from the top of the Palisades down along Newark Avenue. They have a resolution with the BoE and Dickinson High School already. Can this be on our next meeting, please?

Tanya R. Marione-Stanton, AICP, PP  
Senior Planner  
Division of City Planning  
30 Montgomery St, Suite 1400  
Jersey City, NJ 07302  
(201) 547-5488

[[cid:image001.jpg@01CEE60.71D16410](#)]

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.815

Agenda No. 10.J

Approved: DEC 18 2013

TITLE:



## RESOLUTION SUPPORTING THE KNIGHTS OF PYTHIAS' APPLICATION TO THE HUDSON COUNTY OPEN SPACE & HISTORIC PRESERVATION TRUST FUND FOR THE RESTORATION OF THE PETER WOODLAND MEMORIAL

**COUNCIL**  
resolution:

Offered and moved adoption of the following

**WHEREAS**, before the successful construction of the Hudson River train tunnel by the Hudson & Manhattan Railroad, which later became the PATH System, an attempt to build a train tunnel under the Hudson River was attempted by DeWitt C. Haskins in 1871; and

**WHEREAS**, the original Hudson River train tunnel project was halted in 1880 after the tunnel partially collapsed killing twenty workers; and

**WHEREAS**, Peter Woodland, Superintendant of Operations of the original Hudson River train tunnel project, was present for the 1880 tunnel collapse; and

**WHEREAS**, Peter Woodland sacrificed his life by guiding as many of the workers as he could out of the tunnel to safety before closing the airlock door behind them so that he could go back and save more of his men, all the while knowing there was distinct possibility he might die in the effort; and

**WHEREAS**, Peter Woodland died in the tunnel collapse along with the 19 men he raced back to save; and

**WHEREAS**, Peter Woodland's heroism was commemorated by a monument built over his grave in Bayview-New York Bay Cemetery by the Knights of Pythias in 1880; and

**WHEREAS**, that monument has fallen victim to vandalism and decay and the statue of Peter Woodland atop the monument was toppled in the 1970's; and

**WHEREAS**, the Knights of Pythias have undertaken the restoration of the monument and rebuilding the statue of Peter Woodland and have applied to the Hudson County Open Space & Historic Preservation Trust Fund to complete the project.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Municipal Council of the City of Jersey City hereby supports the Knights of Pythias' application to the Hudson County Open Space & Historic Preservation Trust Fund to fund the restoration of the monument to local hero Peter Woodland and urges the Board of the Hudson County Open Space Trust & Historic Preservation Fund Advisory Board to grant their application.

JH  
12/10/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13.816

Agenda No. \_\_\_\_\_ 10.K

Approved: \_\_\_\_\_ DEC 18 2013

TITLE:



## **RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN RUTGERS ROBERT WOOD JOHNSON MEDICAL GROUP FOR RAPID HIV TESTING SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, PREVENTIVE MEDICINE (STD) CLINIC**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Department of Health and Human Services operates the Preventive Medicine Clinic where it provides STD and HIV testing, treatment and counseling services to residents, and

**WHEREAS**, the City of Jersey City has historically had some of the highest rates of STD and HIV/AIDS cases in the state of New Jersey, and

**WHEREAS**, there exists a need for the City of Jersey City to continue providing these services to residents, and

**WHEREAS**, the New Jersey Department of Health, Division of HIV, STD AND TB Services (DHSTS) has provided funding under a grant award to the university, related to Rapid HIV Testing Services, and

**WHEREAS**, (DHSTS) has arranged for and selected the Jersey City Department of Health and Human Services, as a DHSTS-funded HIV Testing and Counseling Site, and

**WHEREAS**, the Jersey City Department of Health and Human Services desires to use the services of the University to provide certain administrative services, technical support, but not limited to lab directorship, lab oversight and staff training, and

**WHEREAS**, the University possesses the expertise to operate a clinical laboratory in the State of New Jersey, and

**WHEREAS**, the University receives all compensation related to this Agreement from its Grant. The University agrees that all payment stipulated in the Grant from DHSTS shall constitute full and complete payment for services rendered to the Jersey City Department of Health and Human Services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of Jersey City that said Agreement with Rutgers Robert Wood Johnson Medical Group be approved and awarded to said company as stated above, and that such Agreement be drawn up and executed; and be it further

City Clerk File No. Res. 13.816Agenda No. 10.KTITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN RUTGERS ROBERT WOOD JOHNSON MEDICAL GROUP FOR RAPID HIV TESTING SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, PREVENTIVE MEDICINE (STD) CLINIC**

RESOLVED, this Agreement shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with Affirmative Action Amendments TO THE Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute the Agreement on behalf of the City of Jersey City

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

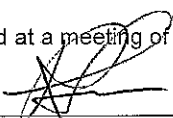
Certification Required ☐Not Required ☐APPROVED **9-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


  
 Rolando R. Lavarro, Jr., President of Council


  
 Robert Byrne, City Clerk

# RUTGERS

## Robert Wood Johnson Medical Group

ROBERT WOOD JOHNSON MEDICAL SCHOOL


November 27, 2013

Nilda Guivas, Health Officer  
1 Journal Square Plaza, Second Floor  
Jersey City, NJ 07306

Dear Ms. Guivas

Enclosed please find three copies of the Professional Service Agreement between City of Jersey City, Department of Health and Human Services and Rutgers, The State University of New Jersey ("Rutgers") Please sign all three copies, retain one for your records and return the other two to the address below.

Very Truly Yours,



Honnee Foster, RWJMG  
Office of Contracts Management  
335 George Street, Suite 3700  
New Brunswick, NJ 08901

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, effective as of \_\_\_\_\_ (the "Effective Date"), by and between:

Rutgers, The State University of New Jersey ("Rutgers"), a body corporate and politic and an instrumentality of the State of New Jersey, a public entity, with offices at 83 Somerset Street, New Brunswick, NJ 08901, on behalf of its Rutgers Biomedical and Health Sciences ("RBHS") - Robert Wood Johnson Medical School ("RWJMS"), and its Robert Wood Johnson Medical Group ("RWJMG"), and its Department of Pathology (the "Department")(Rutgers, RBHS, RWJMS, RWJMG and Department, collectively "University"),

and

City of Jersey City, Department of Health and Human Services, ("Client"), a municipal entity of the State of New Jersey, with its main office at 1 Journal Square Plaza, Second Floor, Jersey City, NJ 07306.

**WHEREAS**, the New Jersey Department of Health-Division of HIV, STD and TB Services ("DHSTS") has provided funding under a Grant Award ("Grant") to the University, related to Rapid HIV Testing Services;

**WHEREAS**, DHSTS has arranged for and selected the site of Client, as a DHSTS-funded HIV Testing and Counseling Site in the State of New Jersey, to utilize professional services to be provided by the University;

**WHEREAS**, Client desires to utilize the services of the University to provide certain administrative services and technical support including, but not limited to, lab directorship, lab oversight and staff training; and

**WHEREAS**, the University possesses the expertise to provide the directorship and technical support necessary to operate a clinical laboratory in the State of New Jersey;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

I. Services.

A. Responsibilities of the University.

1. Submission of necessary documentation to obtain initial licensure and maintain laboratory licensure on an annual basis.

2. Provide clinical laboratory directorship as required to maintain New Jersey clinical laboratory licensure on behalf of Client.
3. Provide laboratory policies and procedures to ensure accurate and uniform procedures at Client's location where rapid HIV testing is provided. These policies and procedures are outlined in the New Jersey Rapid HIV Testing Support Program Policy Manual to be provided during initial training and certification of Client's personnel.
4. Ensure standard quality assurance policies are in place and review compliance with the quality assurance policies.
5. Provide laboratory oversight of personnel at Client's location certified to perform laboratory testing.
6. Provide and review the results of proficiency tests and assist Client when necessary in developing laboratory corrective action plans.
7. Conduct on-site review and inspection of locations where testing is provided including, but not limited to, review of testing procedures, storage area compliance controls, inventory of test kits, unusual events, and staff certification.
8. Ensure that personnel training programs are in place so that personnel conducting tests are trained in the appropriate testing procedure.
9. Be available by telephone to answer calls from staff performing tests in locations where HIV point of care testing is provided and review any problems identified with the medical director or his designee.
10. Follow-up of all discordant test results (clients with confirmatory test results that are not consistent with the initial positive rapid test) including, but not limited to, telephone consultation with a physician, consultation with a patient and specimen pickup.

B. Responsibilities of Client.

1. Client shall be solely responsible for the actions of its employees, contractors and agents conducting HIV tests.
2. Client assumes responsibility for the health, safety and welfare of its employees, contractors and agents in the course of conducting testing of patients in the clinical laboratory including, but not limited to, exposure to human pathogen.

3. Client agrees to follow the direction and/or oversight by the University including, but not limited to, the laboratory director, clinical consultant, technical supervisor, and general supervisor, and such other individuals provided by the University pursuant to the Grant Award from DHSTS as defined in more detail by the federal Clinical Laboratory Improvement Amendments of 1988 ("CLIA"), as amended, and by Chapter IV of the New Jersey State Sanitary Code ("State Sanitary Code").
4. Client's employees engaged in the activities, such as laboratory testing, that fall under the license directed by the University shall do so according to the policies and procedures established by the University and according to applicable state and federal law and regulations.

## II. Term and Termination.

- A. This Agreement shall remain in effect for the duration of the Grant so long as DHSTS continues to support the activities of Client, unless earlier terminated as set forth herein.
- B. Either party may terminate this Agreement upon ninety (90) days advanced written notice, or at any time by mutual written consent.
- C. In the event either party defaults in any term or condition of this Agreement, the non-defaulting party shall provide written notice of the default to the defaulting party. The party in default shall have thirty (30) days to cure the default. If the default is not cured to the satisfaction of the non-defaulting party, this Agreement may be terminated as of the date the cure period ends.
- D. Either party may terminate this Agreement for cause as of the date specified in a written notice upon the occurrence of any of the following events:
  1. A bankruptcy, receivership, insolvency, reorganization, liquidation, or other similar proceeding shall be instituted by or against a party for the dissolution of a party, whether voluntary or involuntary;
  2. That either party's obligations under this Agreement are prohibited under the laws, regulations or other rulings of the United States, the State of New Jersey or government department or agency thereof, or by any court of competent jurisdiction;
  3. That either party has made a determination, upon advice of legal counsel, that it is prohibited from or will be penalized for proceeding with its obligations under this Agreement as a result of any likely



proceedings of any governmental agency;

4. That either party has had any required or applicable license, accreditation or certification limited, revoked, restricted or suspended, or has been listed by the U.S. Department of Health and Human Services Office of the Inspector General ("OIG") and/or U.S. General Services Administration ("GSA") as excluded from participating in federal health care, research, or other funding programs;
5. Either party's applicable licenses are suspended, revoked or restricted in any manner;
6. Either party has engaged in criminal, unprofessional, unethical, immoral or fraudulent conduct as determined by the final judgment of a court of competent jurisdiction;
7. Either party has made any untrue statement of material fact or any intentional misrepresentation of any fact, whether or not material;
8. Suspension, denial or termination of either party's malpractice insurance coverage under the policy described in Section IV hereof.

### III. Compensation.

- A. The University receives all compensation related to this Agreement from its Grant. The University agrees that the payment stipulated in the Grant from DHSTS shall constitute full and complete payment for services rendered to Client.
- B. Client has a separate agreement with the State of New Jersey to provide services and its compensation is in accordance with that agreement or as otherwise agreed to with the State of New Jersey.

### IV. Licensure.

The parties respectively shall hold and continue to hold all necessary unrestricted licenses, permits, certifications, or approvals required by New Jersey state and federal law and shall not be listed or excluded by the U.S. Department Health and Human Services' Office of Inspector General ("OIG") and/or the U.S. General Services Administration ("GSA") from participating in federal health care, research or other grant programs.

V. Insurance.

A. University.

1. University shall maintain at its own cost and expense during the term of this Agreement and any renewals thereof, general liability coverage, as well as errors and omissions liability coverage of professionals providing services under this Agreement, insuring University, and its faculty, students, employees, and staff against claims for damages (including, but not limited to, bodily injury and property damage) arising from University's performance of services under this Agreement. University shall provide such liability coverage through a program of self-insurance governed by the terms and provisions of the State of New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., with limits of not less than one million dollars (\$1,000,000) per incident and three million (\$3,000,000) in the annual aggregate.

B. Client.

1. Client is a municipal/county entity of the State of New Jersey and is covered by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. Client shall provide, through a program of self-insurance, during the term of this Agreement and any renewals thereof, general liability coverage, as well as errors and omissions liability coverage of professionals providing services under this Agreement, insuring Client and its employees, and staff against claims for damages (including, but not limited to, bodily injury and property damage) arising from Client's performance of services under this Agreement, with limits of not less than one million dollars (\$1,000,000) per incident and three million (\$3,000,000) in the annual aggregate.
2. Client shall provide proof of insurance to University upon the Effective Date and annually thereafter based upon the insurance policy/policies renewal dates. Such proof of insurance shall be directed to:

Rutgers University  
Department of Risk Management & Insurance  
Administration Complex 13, Building 7279  
30 Bergen Street, Room 1313  
Newark, NJ 07107-1709

3. Client shall provide University no less than thirty (30) days prior written notification of any cancellation, termination or material alteration of any such policy. Client shall secure replacement of

such insurance coverage, upon similar terms and provisions as available, and furnish University with proof of insurance immediately thereafter and at any subsequent time, upon request.

4. Any University employee serving in the capacity of laboratory and/or medical director ("Medical Director") shall be included under Client's general liability and errors and omissions insurance coverage (having limits of liability of not less than \$1,000,000/\$3,000,000) as a designated additional insured while performing administrative duties within the scope of his/her duties pursuant to this Agreement. The Medical Director shall also be included under Client's directors and officers liability insurance employment practices coverage endorsement (having limits of liability of not less than \$1,000,000/\$3,000,000) as a designated additional insured while performing administrative duties within the scope of his/her duties pursuant to this Agreement. When performing the administrative duties of Medical Director, coverage under these insurance policies shall be primary (as compared to any coverage available to Medical Director from University) and Client shall indemnify and hold Medical Director and University harmless with respect to any liabilities, damages, injuries and legal expenses which might arise as a result of performing such administrative duties.

#### VI. Indemnification.

Client agrees to indemnify, defend and hold harmless the University (its officers, directors, trustees, governors, employees, agents and independent contractors) from and against any and all liabilities, governmental assessments, fines, interest or penalties, losses, damages, claims, causes of action, and expenses (including reasonable attorneys' fees and disbursements), whether or not covered by insurance, caused or asserted to have been caused, directly or indirectly, by or as a result of actions or failures to act in accordance with its responsibilities pursuant to this Agreement. This term shall survive the termination of this Agreement for any reason.

#### VII. Confidentiality/Records and Information.

- A. The parties agree to be bound by all Federal, State and local rules and regulations which require the Client to keep patient information confidential, private and secure. These laws include, without limitation, privacy and security regulations under (1) the Federal Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA") and the privacy provisions (Subtitle D) of the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub. L. 111-5 and its implementing regulations; (2) State laws and related regulations governing the confidentiality of medical records and HIV-related information; (3) State laws

and related regulations concerning the confidentiality of chemical abuse and mental health records; and (4) Federal laws and regulations concerning the confidentiality of alcohol and substance abuse records.

- B. Client shall cooperate and provide at all times upon request of University all necessary information to maintain clinical laboratory licensure; this shall include, but not be restricted to, the provision of necessary personnel, quality control, proficiency testing, and other documentation as requested at no charge to the University.

VIII. Independent Contractor.

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or the representative of the other.

IX. Notice.

Notice, copies of notices or other communications required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by FedEx/UPS or by telecopy accompanied by simultaneous mailing by first-class mail, addressed to the parties at their registered addresses as stated in this Section or to such other address as any party may specify in writing. Except as otherwise provided herein, all notices shall be effective as of the date of delivery of personal notice or three (3) days after deposit of such notice in the United States mail, whichever is applicable.

If to Client: Stacey Flanagan  
Director, Department of Health and Human  
Services  
1 Journal Square Plaza, Second Floor, Jersey  
City, NJ 07306

If to University: Office of the Secretary of the University  
Rutgers, The State University of New Jersey  
7 College Avenue  
Winants Hall, Room 112  
New Brunswick, NJ 08901-1260

With copies to: Evan M. Cadoff, M.D.  
Professor and Chair  
Department of Pathology  
RBHS-Robert Wood Johnson Medical School  
Medical Education Building, Rm. 212  
1 Robert Wood Johnson Place  
New Brunswick, NJ 08901

X. Entire Agreement and Amendments.

The parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire Agreement of the parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each party hereto; that this entire Agreement has been bargained for and negotiated; and the parties have read, understood and approved this Agreement in its entirety.

XI. Governing Law/Venue.

This Agreement shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to the principles of conflict of laws including, without limitation, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties further agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States with venue in New Jersey, or in the courts of the State of New Jersey, Middlesex County vicinage.

XII. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction, or determined under applicable federal or New Jersey state law, to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

XIII. Assignment.

Except as otherwise provided in this Agreement, the parties hereto may not assign their rights, duties or obligations under this Agreement, either in whole or in part, without receiving the prior written consent of the other party. Any assignment made without consent of the other party shall be void and the non-assigning party shall not recognize any such assignment.

XIV. Non-Waiver.

The failure of either party to enforce a breach of any provision of this Agreement or to insist on strict performance of any provision of this Agreement shall not be construed as a waiver of the breach for the remaining period of this Agreement.

XV. Non-Discrimination.

Neither party to this Agreement shall discriminate against any employee engaged in the work required to produce the services and programs covered by this Agreement, or against any applicant for such employment, because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, or mental or physical disability, including AIDS and HIV related illnesses or their belonging to any category now or later protected by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

XVI. Non-Collusion.

Both parties represent that no fee, commission, compensation, gifts or gratuity was paid or received regarding the solicitation of this Agreement, in contravention of N.J.S.A. 52:13D-13 et seq.

XVII. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XVIII. Headings.

Article and section headings contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement or have any binding legal effect.

XIX. Gender.

Any noun or pronoun used in this Agreement shall be construed as masculine, feminine or neuter as its sense and use may require.

XX. Insertion.

It is the intent and understanding of the parties to this Agreement that each and every provision required by law to be inserted in this Agreement shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in the correct form, then this Agreement shall forthwith, upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

XXI. Identification.

All clinicians providing services under this Agreement shall wear a University identification badge, and shall clearly identify to any and all patients to whom clinician provides professional services that said clinician is an employee of the University.

XXII. Prior Agreements.

This Agreement supersedes all prior written and oral agreements and communications between the parties that relate in any way to the subject matter of this Agreement.

XXIII. Authorization.

Client represents and warrants that Client is authorized to transact business in the State of New Jersey.

XXIV. Restrictive Covenant.

Client agrees not to solicit any physician or other personnel employed by the University performing services under this Agreement during the term of this Agreement or for two (2) years after the termination of this Agreement or any renewal thereof for employment at Client or any affiliate or subsidiary of Client.

XXV. RBHS Compliance Program.

- A. Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b (b) ("Anti-Kickback Statute"), or the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

- B. Client acknowledges that it has reviewed RBHS's Code of Conduct and RBHS's Stark Law and Anti-Kickback Statute Policies and Procedures. RBHS's Code of Conduct is available at:  
<http://rbhs.rutgers.edu/complweb/code/conduct.pdf>. RBHS's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses: <http://policies.rutgers.edu/10021-currentpdf>; <http://policies.rutgers.edu/10024-currentpdf>; and, <http://policies.rutgers.edu/10023-currentpdf>.
- C. Each party shall ensure that its individuals providing service under this Agreement who meet the definition of "Covered Person," as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the U.S. Department of Health and Human Services ("OIG") and the University of Medicine and Dentistry of New Jersey" dated September 25, 2009, as amended by a letter agreement dated May 1, 2013 between the OIG and Rutgers, available at:  
[https://ethics.umdj.edu/mtrxprod/documents/CIA\\_agree\\_RU\\_UMDNJ.pdf](https://ethics.umdj.edu/mtrxprod/documents/CIA_agree_RU_UMDNJ.pdf) shall comply with RBHS's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

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Signatures appear on following page.

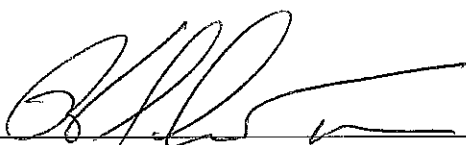


**IN WITNESS WHEREOF** the parties hereto agree to the above as written.

**Client:** City of Jersey City, New Jersey

**Rutgers, The State University of New Jersey:**

\_\_\_\_\_  
Stacey Flanagan  
Director  
Department of Health and Human Services  
City of Jersey City, New Jersey  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Peter S. Amenta, MD, PhD  
Dean  
Rutgers Biomedical and Health Sciences -  
Robert Wood Johnson Medical School  
Date: 11/22/13

*Signature Page to PSA DHSTS Grant*

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.817

Agenda No. 10.1

Approved: DEC 18 2013



TITLE:

## RESOLUTION OF THE MUNICIPAL COUNCIL CELEBRATING THE 100<sup>TH</sup> BIRTHDAY OF

### **Former Deputy Mayor Jerome Lazarus**

**WHEREAS**, Jerome Lazarus was born in Downtown Jersey City on December 15, 1913 to Frank and Jeannette (Goldstein). Educated in Jersey City, Jerome was the valedictorian of his graduating class at Dickinson High School. After graduation, Jerome enlisted in the United States Army and he was honorably discharged. He began his career as a salesman and took a position with Kraft Foods. His work ethic catapulted him through the organization and he had great success; and

**WHEREAS**, Jerome Lazarus worked for a publication called Used Equipment Directory for many years until his retirement. Jerome began his civic activity after World War II as chairman of a local veterans group that successfully appealed to the governor of New Jersey for a share of surplus army housing units, some of which still exist today; and

**WHEREAS**, Jerome Lazarus later became a member of the Independent Voters Council (IVC) and organized the local Volunteers For Adlai Stevenson For President, who made a campaign stop in Jersey City. The IVC was also instrumental in getting Robert Meyner elected governor of New Jersey; and

**WHEREAS**, Jerome Lazarus, with four others, formed a committee called Stop The Adopted Budget and his support was key to the election of Dr. Paul Jordan in 1971. Under the Jordan administration, Jerome served as full-term Deputy Mayor for \$1 per year. He also represented Jersey City on the Rockaway Valley Sewerage Authority, Hudson County Sewerage Authority and the Hudson County Board of Elections. He was also Finance Director of the city for 2½ years; and

**WHEREAS**, Jerome Lazarus remained politically active throughout the years and was instrumental in helping Anthony Cucci get elected mayor in 1985. Under the Cucci administration he was a full time deputy mayor at \$1 per year. Through his efforts the city was able to restart development on the waterfront by the construction of a sewer system tied to the Passaic Valley Sewerage Commission at a cost of \$45 million dollars. This construction laid the infrastructure for the development boom of the 1990's and after; and

**WHEREAS**, Jerome Lazarus remains close to Anthony Cucci and was a key advisor when he was elected to the Jersey City Municipal Council in 1992 and during his three terms as a member of the Jersey City Board of Education; and

**WHEREAS**, Jerome Lazarus has a unique love for his city. At 97 years old, he moved to an assisted living facility in Cresskill. He keeps himself informed about Jersey City through the use of the internet; and

**WHEREAS**, on December 15, 2013, Jerome Lazarus will celebrate his 100<sup>th</sup> birthday with his family and friends.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor former Deputy Mayor Jerome Lazarus and joins in the celebration of his 100<sup>th</sup> birthday. We wish to thank him for his rich contribution to the history of Jersey City.

G:\WPDOCS\TOLONDA\RESOS\Birthday\Jerome Lazarus - submitted by Robert Byrne.docx

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.818

Agenda No. 10.M.

Approved: DEC 18 2013

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO P & A ADMINISTRATIVE SERVICES, INC. TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING  
RESOLUTION:

**WHEREAS**, City of Jersey City (City) requires the services of a third party administrator in connection with the administering of the Flexible Spending Account (FSA) and COBRA, the collecting of premiums for COBRA and retiree coverage; and

**WHEREAS**, the City received three (3) bids the lowest responsible being the quote from P & A Administrative Services, Inc. (P & A), 17 Court Street, Buffalo, NY 14202 in the total bid amount of Twenty-One Thousand Dollars (\$21,000.00); and

**WHEREAS**, the City desires to enter into a contract for a period of one (1) year effective as of January 1, 2014 and expiring December 31, 2014; and

**WHEREAS**, P & A is licensed in the State of New Jersey to provide third party administering of the FSA, COBRA and retiree billing services; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay to Play Law); and

**WHEREAS**, the Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, P & A has completed and submitted a Business Entity Disclosure Certification which certifies that P & A has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and the contract will prohibit P & A from making any reportable contributions during the term of the contract; and

**WHEREAS**, P & A has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$2,500.00 are available in the 2014 temporary budget in account No. 01-201-23-220-312 Department of Administration; and

**WHEREAS**, the remaining contract funds will be made available in the 2014 permanent budget; and

**WHEREAS**, the continuation of the contract after the expenditure of funds encumbered under this resolution shall be subject to the appropriation of sufficient funds in the 2014 temporary and permanent budgets.

City Clerk File No. Res. 13.818Agenda No. 10.MTITLE: DEC 18 2013

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO  
P & A ADMINISTRATIVE SERVICES, INC. TO ADMINISTER THE  
FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE  
BILLING**

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract for a term of one year effective as of January 1, 2014 in the amount of \$21,000,000 for administering the FSA, COBRA and Retiree Billing is awarded to P&A Administrative Services, Inc.
2. The Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached contract.
3. Upon certification by an official or an employee of the City authorized to attest that P & A has provided services in accordance with the contract, then; payment to P & A shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditures of funds encumbered in the 2014 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 fiscal year permanent budget.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds are made available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

\_\_\_\_\_  
Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation CounselCertification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>12.18.13</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

## DETERMINATION OF VALUE CERTIFICATION

Robert Kakoleski, of full age, hereby certifies as follows:

1. As Business Administrator of the City of Jersey City (City), I am the City's chief administrative officer.
2. The City requires the services of a third party administrator to administer and collect fees from retirees and COBRA enrollees and control the disbursement of funds to Flexible Spending Account enrollees.
3. The Administration's recommendation is to award the contract to P & A Administrative Services, Inc. Proposals were informally solicited from three companies and P&A offered the lowest proposal of \$21,000.00 annually.
4. The term of the contract is one year effective January 1, 2014.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

12/18/13



Robert Kakoleski, Acting Business Administrator

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.819

Agenda No. 10.N

Approved: DEC 18 2013

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS GLENNVIEW TOWNHOUSES PHASE II EAST AND WEST (LAFAYETTE GARDENS FAMILY HOUSING PHASE VII), WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

---

**WHEREAS**, Glennview Townhouses II Urban Renewal Associates, L.P. (hereinafter Referred to as the "Sponsor") propose to construct a mixed income family housing project consisting of sixty-four (64) mixed income townhouse units in eight (8) buildings (hereinafter referred to as the 'Project') pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated there under at N.J.A.C. 5:80-1.1 et seq. and all applicable guidelines promulgated there under (the foregoing hereinafter collectively referred to as the "HMFA requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as part of Block 15601, Lots 1 and 6.01 as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as Glennview Townhomes Phase II East and West which is located at 296, 306, and 344 Woodward Street and 511 Grand Street, Jersey City, Hudson County, New Jersey, 07304; and

**WHEREAS**, the Project will contain thirty-eight (38) public housing units affordable to households up to 80% of the Hudson County median income level adjusted for family size (of which 33 are limited to households whose income does not exceed 60% of Hudson County Median Income); two (2) units are affordable to households at or below 60% of the Hudson County median income level adjusted for family size; sixteen (16) units are reserved for HUD-defined special needs tenants and are affordable to households up to 50% of the Hudson County median income level adjusted for family size; and eight (8) are non-income restricted and are considered market rate units; and

**WHEREAS**, the Project will be subject to the HMFA requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

**WHEREAS**, pursuant to the HMFA requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

City Clerk File No. Res. 13.819Agenda No. 10.NTITLE: DEC 18 2013

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS GLENNVIEW TOWNHOUSES PHASE II EAST AND WEST (LAFAYETTE GARDENS FAMILY HOUSING PHASE VII), WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Jersey City (the 'Council') that

- (1) The Council finds and determines that Glennview Townhouses II, as proposed by the Sponsor, meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

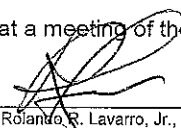
APPROVED 9-0

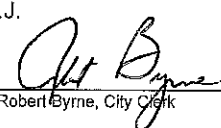
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

## **LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

### **FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS GLENNVIEW TOWNHOUSES PHASE II EAST AND WEST (LAFAYETTE GARDENS FAMILY HOUSING PHASE VII), WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY**

### **NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development -- 201-547-5304

### **DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Construction of sixty-four (64) mixed income townhouse units in eight (8) buildings

### **ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Creation of affordable housing

### **COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

### **IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

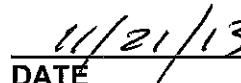
### **ANTICIPATED COMPLETION DATE:**

**I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.**

  
SIGNATURE OF DIVISION DIRECTOR

  
DATE

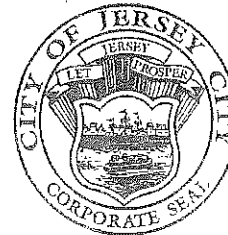
  
SIGNATURE OF DEPARTMENT DIRECTOR

  
DATE



# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13.820  
Agenda No. 10.0  
Approved: DEC 18 2013  
TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO COMPLETE THE CONDITIONS OF SALE AFFECTING BLOCK 574 LOT B LOCATION 666 SUMMIT AVENUE

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, on March 10, 2010, the Municipal Council of the City of Jersey City adopted a Resolution authorizing the sale of certain public lands not needed for public use, by public sale, to the highest bidder in accordance with N.J.S.A. 40A:12-13; and,

**WHEREAS**, notice of said sale was duly published as required by law; and,

**WHEREAS**, the public sale was held on March 30, 2010; and

**WHEREAS**, Block 574 Lot B Location 666 Summit Avenue was sold to:  
Jersey City Firemen, FCU, 666 Summit Avenue, Jersey City, New Jersey; and,

**WHEREAS**, the Municipal Council of the City of Jersey City adopted the Confirmation of Sale on April 14, 2010; and,

**WHEREAS**, on June 2, 2010, the Deed was released to: Jersey City Firemen FCU,  
666 Summit Avenue, Jersey City, New Jersey; and,

**WHEREAS**, the deed stipulates that the buyer will obtain a Certificate of Occupancy within 18 months of the deed and will not sell, convey or otherwise transfer the property until the buyer has obtained a Certificate of Occupancy and comply with the terms and conditions of sale contained in the resolution authorizing the sale; and,

**WHEREAS**, as per the attached letter from Drew M. Edwards, Esq., the attorney for good cause explains why his client was unable to comply with the terms and therefore requests an extension until May 1, 2014 to obtain the Certificate of Occupancy,

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that said request for an extension until May 1, 2014 to obtain a Certificate of Occupancy and comply with the terms and conditions of sale contained in the resolution authorizing the sale on Block 574 Lot B Location 666 Summit Avenue the Tax Map of Jersey City, New Jersey is hereby approved.

APPROVED: \_\_\_\_\_

*Ann Marie Miller*  
Real Estate Manager

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

## LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **FULLTITLE OF AUTHORIZING RESOLUTION:**  
RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO COMPLETE THE CONDITIONS OF SALE AFFECTING BLOCK574 LOT B LOCATION 666 SUMMIT AVENUE.
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**  
Ann Marie Miller, Real Estate Manager (201) 547-5234
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**  
To extend the time needed to obtain a Certificate of Occupancy to comply with the conditions of sale contained in the resolution authorizing the sale.
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:**  
As per the attached letter, the attorney for the purchaser requests an extension until May 1, 2014 to obtain a Certificate of Occupancy.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:**  
Property will be removed from non-compliance.
6. **PROPOSED COST:**  
\$ 0.00
7. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT ETC:** Ann Marie Miller (201) 547-5234

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
DIVISION DIRECTOR

12/10/13  
DATE

## LAW OFFICE

**EDWARDS & EDWARDS**

Stephen J. Edwards  
steve@edwardslegal.com

Drew M. Edwards  
drew@edwardslegal.com

P.O. BOX 372  
JERSEY CITY, NJ 07303-0372

Tel.: 201-413-1653  
Fax: 201-413-1654

Delivery Address:  
Suite 307  
239 Washington Street  
Jersey City, NJ 07302

December 10, 2013

**VIA FAX ONLY - 201-547-5711**

Ms. Ann Marie Miller, Real Estate Manager  
Real Estate Office  
280 Grove Street  
Jersey City, NJ 07302

**RE: 666 Summit Ave., Jersey City, NJ  
Block 574, Lot B**

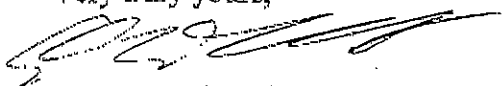
Dear Ms. Miller:

I represent Jersey City Firemen Federal Credit Union, owners of 666 Summit Ave., Jersey City, NJ. As you are aware, the time period to obtain a CO has expired on November 1<sup>st</sup> of this year. I am writing to update the City on my client's progress, and to request an extension sufficient to enable completion of the construction.

The initial delay resulted from confusion about whether a Certificate of Continuing Occupancy or a Certificate of Occupancy was required. Once that question was resolved, my client set about hiring a contractor and obtaining approval from the building department. A list of the work completed and paid for to date is also attached. The approval for the remaining work was received in the last few days (see attached). Now that approval has been obtained, work will commence immediately. The building contractor anticipates that the construction will be completed in March. Please also see the attached letter from my client explaining the situation further.

I would like to ask for a six-month extension of our time to obtain a certificate of occupancy pursuant to the resolution, ending on May 1, 2014. This should give us enough time to complete the construction and obtain the CO. We thank you for your help up to this point, and for your continued attention. Please contact me regarding this matter at your earliest convenience.

Very truly yours,



Drew M. Edwards

DME/as  
#15772-002

cc: Patrick Lacey, via fax only - 201-653-8900

## JERSEY CITY FIREMEN FEDERAL CREDIT UNION

666 SUMMIT AVE, JERSEY CITY, N.J. 07306

201-653-8900  
201-653-5199  
201-653-5088-FAX

November 22, 2013

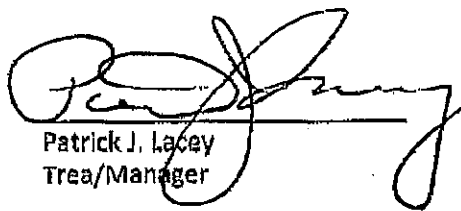
Ann Marie Miller  
280 Grove St  
Jersey City, NJ 07302

Ms. Miller

I apologize for the delay in obtaining our Certificate of Occupancy. At the time of purchase I was unaware that we needed a CO, I thought a CCO would suffice. We have since hired an architect and a contractor and our plans after a few revisions have finally been approved by the Jersey City Building Dept as of 11-19-2013 with work to commence immediately and will take approximately three months to complete.

I appreciate your patience's and understanding in this matter, and if you have any further questions please do not hesitate to call.

Regards



Patrick J. Lacey  
Trea/Manager



# CONSTRUCTION PERMIT

Date Issued 11/21/2013  
Control # 100513  
Permit # 20134364

IDENTIFICATION Block: 6601 Lot: 34 Qualifier  
Work Site Location: 666 SUMMIT AVE Jersey City, NJ Contractor JOSEPH TAGLIERI & SONS  
Owner in Fee JERSEY CITY FIREMEN FCU Address 726 JEFFERSON STREET HOBOKEN, NJ  
666 SUMMIT AVE, JERSEY CITY, NJ 07306 Telephone: (201) 628-1824 / (201) 988-2209  
Telephone: (201) 653-8900 Lic. No. or Bldrs. Reg. No. 13VH04402100  
Federal Employee No.

Is hereby granted permission to perform the following work:

- ☒ BUILDING ☒ PLUMBING ☐ LEAD HAZARD ABATEMENT  
☒ ELECTRICAL ☒ FIRE PROTECTION ☐ DEMOLITION  
☐ ELEVATOR DEVICES ☐ ASBESTOS ABATEMENT (Subchapter 8 only) ☐ OTHER

## DESCRIPTION OF WORK:

RENOVATION OF OFFICE BLDG.

Note: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.  
Estimated Cost of Work \$245,001

Raymond Meyer, Jr.  
Construction Official

11-21-13  
Date

U.C.C. F170  
equiv (rev 1/04)

1 WHITE - INSPECTOR

2 CANARY - OFFICE

3 PINK - TAX ASSESSOR

4 GOLD - APPLICANT

## PAYMENTS (Office Use Only)

Building	\$3,000
Electrical	\$275
Plumbing	\$920
Fire Protection	\$75
Elevator Devices	\$0
Other	\$0.00
DCA Training Fee	\$417
CO Fee	
Other	\$0
Total	\$4,687
Check No.	2379 2378
Cash	\$0
Credit	\$0
Collected By	Eather Games

## REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulations N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that the work installed conforms with the requirements of the Uniform Construction Code.

The owner or other responsible person in charge of work must notify this agency when work is ready for any required inspections specified below. Requests for inspections must be made at least 24 hours prior to the time the inspection is desired. Inspections will be performed within three business days of the time for which they are requested. The work must not proceed in a manner which will preclude the inspection until it has been made and approval granted.

☐ Required inspections for all subcodes for one- and two-family dwellings are as follows:

1. The bottom of footing trenches before placement of footings, except that in cases of pile foundations, inspections shall be made in accordance with the requirements of the building subcode.
2. Foundations and all walls up to grade level prior to back filling.
3. All structural framing, connections, wall and roof sheathing and insulation; electrical rough wiring, panel and service installation; rough plumbing. The framing inspection shall take place after the rough electrical and plumbing inspections and after the installation of the heating, ventilation and/or air conditioning duct system. The insulation inspection shall be performed after all other subcode rough inspections and prior to the installation of any interior finish material.
4. Installation of all finished materials, sealings of exterior joints, plumbing piping, trim and fixtures; electrical wiring, devices and fixtures; mechanical systems equipment.

Additional required inspections for all subcodes of construction, for other than one- and two-family dwellings, are fire suppression systems, heat producing devices and Barrier Free subcode accessibility, if applicable.

☐ Required special inspections. The applicant by accepting the permit will be deemed to have consented to these requirements:

☐ A final inspection is required for each applicable subcode area before a final Certificate of Occupancy or Approval may be issued. The final inspections include the installation of all interior and exterior finish materials, sealing of exterior joints, mechanical system and other required equipment; electrical wiring, devices and fixtures; plumbing pipes, trim and fixtures; tests required by any provision of the adopted subcodes, Barrier Free accessibility, if applicable; and verification of compliance with NJAC 5:23-3.5, "Posting structures".

☐ A complete copy of released plans must be kept on the job site.

If you do not understand any of this information, please ask.



# BUILDING SUBCODE TECHNICAL SECTION



A. IDENTIFICATION - APPLICANT: COMPLETE ALL APPLICABLE INFORMATION WHEN CHANGING CONTRACTORS. NOTIFY THIS OFFICE CALL UTILITY DIG NO: 1-800-272-3000  
Block 0601 Lot 34  
Qualification Code

Work Site Location: 656 SUMMIT AVE JERSEY CITY, NJ

Owner in Fee: JERSEY CITY FIREMEN FCU

Address: 656 SUMMIT AVE, JERSEY CITY NJ 07306

Tel: (201) 553-8900 Email:

Contractor: JOSEPH TAGLIERI & SONS

Address: 776 JEFFERSON STREET HOBOKEN NJ

Email:

Tel: (201) 678-1824/Cel: (201) 553-2209 Fax:

Contractor License No. or, if new home, Bldg Reg. No.

Exp.

Home Improvement Contractor Registration No. or Exemption Reason(s) applicable):

Federal Emp. ID No.

**JOB SUMMARY (Office Use Only)**

PLAN REVIEW	Date	Initial
<input type="checkbox"/> No Plan Required		
<input type="checkbox"/> All		
<input type="checkbox"/> Footing/Foundation		
<input type="checkbox"/> Struct/Framework		
<input type="checkbox"/> Exterior		
<input type="checkbox"/> Interior		
<input type="checkbox"/> Joint Plan Review Required		
<input type="checkbox"/> Elec. <input type="checkbox"/> Plumb. <input type="checkbox"/> Fire <input type="checkbox"/> Elevator		
SUBCODE APPROVAL FOR PERMIT		
Date: _____		
Approved by: _____		
SUBCODE APPROVAL FOR CERTIFICATE		
<input type="checkbox"/> CO <input type="checkbox"/> CCO <input type="checkbox"/> CA		
Date: _____		
Approved by: _____		

INSPECTIONS		Dates (Month/Day)		
Type:	Failure	Failure	Approval	Initial
Footing				
Footing Bonding				
Foundation				
Slab				
Frame				
Truss Sys/Rafting				
Barrier-Free				
Insulation				
Finishes-Base Layer				
Finishes-Final				
Energy				
Mechanical				
TICO				
Other				
Final				
Barrier-Free				

**TYPE OF WORK**

<input type="checkbox"/> New Building	
<input type="checkbox"/> Addition	
<input checked="" type="checkbox"/> Rehabilitation	
<input type="checkbox"/> Roofing	
<input type="checkbox"/> Siding	
<input type="checkbox"/> Fence	
<input type="checkbox"/> Sign	
<input type="checkbox"/> Pool	
<input type="checkbox"/> Retaining Wall	
<input type="checkbox"/> Asbestos Abatement NJAC 8:17	
<input type="checkbox"/> Lead Haz Abatement NJAC 8:17	
<input type="checkbox"/> Other	
<input type="checkbox"/> Demolition	

FEE (Office Use Only)	
Administrative Surcharge	
Minimum Fee	
State Permit Surcharge Fee	\$340
TOTAL FEE	\$3,240

## C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of the record and am authorized to make this application.

Signature

Print Name Here:

## D. TECHNICAL SITE DATA

### DESCRIPTION OF WORK

RENOVATION OF OFFICE BLDG.

Date Received 5/22/2013  
Control # 100513  
Date Issued 11/21/2013  
Permit # 20134354

**B. BUILDING CHARACTERISTICS**

Use Group	Present	Proposed	Industrial Building:
Const. Class	Present	Proposed	State Approved
Number of Stories			HUD
Height of Structure			Est. Cost of Bldg. Work:
Area - Largest Floor			1. New Bldg.
New Bldg. Area / All Floors			2. Rehabilitation
Volume of New Structure			3. Total (1+2)
Total Land Area Disturbed			

**Est. Cost of Bldg. Work:**

1. New Bldg.	\$200,000
2. Rehabilitation	\$200,000
3. Total (1+2)	\$200,000

U/C.C.F.10 (rev. 1/12/9)

Applicant: When submitting this form to your Local Construction Code Enforcement Office, please provide one original plus three photocopies.



# PLUMBING SUBCODE



## TECHNICAL SECTION

A. IDENTIFICATION - APPLICANT: COMPLETE ALL APPLICABLE INFORMATION, WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE CALL UTILITY DIG NO. 1-800-272-1000

Block 6601 Lot 34 Qualification Code

Work Site Location: 666 SUMMIT AVE Jersey City, NJ

Owner In Fee: JERSEY CITY FIREMEN FCU

Address 666 SUMMIT AVE, JERSEY CITY NJ 07305

Email

Tel: (201) 663-8900

Contractor: EDWARD C GUERTHER

Address 243 W. LAKE SHORE ROCKAWAY NJ 07866

Email

Tel: (201) 968-5789

Fax

Home Improvement Contractor Registration No. or Exemption Reason(s) applicable):

Contractor License No. 12074

Expiration Date: 5/6/2015

Federal Employee No. 150580867

### B. PLUMBING CHARACTERISTICS

Use Group Present Proposed B

Building Sewer Size Public Sewer Private Septic

Water Service Size Public Water Private Well

Estimated Cost of Plumbing Work \$19,400

### JOB SUMMARY (Office Use Only)

#### PLAN REVIEW

No Plan Required

Partial Underlaid Utilities Approved

Date: by:

Plumbing Plans Approved

Date: by:

Approved by:

Joint Plan Review Required

Building Electrical

File Elevator

SUBCODE APPROVAL for PERMIT

Date: by:

SUBCODE APPROVAL for CERTIFICATE

CO COO CA

Date:

Approved by:

#### INSPECTIONS

Type: Failure Failure Approval Initial

Slab

Rough

Water

Sewer

Fixtures

Gas Equipment

LP Gas Tank

Fuel Oil Piping

Solar

TCO

Final

### C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of the record and am authorized to make this application and perform the work based on this application.

Date Received 5/22/2013  
Control # 100512  
Date Issued 11/21/2013  
Permit # 20134364

Applicant's Signature/Contractor's Seal and Signature and Printed Name  
D. TECHNICAL SITE DATA (List of all fixtures)

NO.

FIXTURE/EQUIPMENT

FEE (Office Use Only)

6 Water Closet \$120

2 Urinal/Bidet \$20

4 Bath Tub \$80

7 Shower \$70

2 Floor Drain \$40

Sink

Dishwasher

Drinking Fountain

Washing Machine

Hose Bibb

Water Heater \$30

Fuel Oil Piping \$40

Gas Piping

1 LP Gas Tank

Steam Boiler

Hot Water Boiler \$20

Sewer Pump

Interceptor/Separator

Backflow Preventor \$10

GreaseTrap

Sewer Connector

Water Service Connection

Shades

Other Service sinks \$80

Other ZTP=1VB=2VVR \$240

Other DWAV \$160

Other

Administrative Surcharge

Minimum Fee

State Permit Surcharge Fee \$31

TOTAL FEE \$951



# ELECTRICAL SUBCODE TECHNICAL SECTION



A. IDENTIFICATION - APPLICANT: COMPLETE ALL APPLICABLE INFORMATION WHEN CHANGING CONTRACTORS. NOTIFY THIS OFFICE CALL UTILITY DIG NO. 1-800-272-1000

C. CERTIFICATION IN LIEU OF OATH  
I hereby certify that I am the (agent of) owner of the record and am authorized to make this application and perform the work listed on this application.

Block 66901 Lot 34 Qualification Code

Work Site Location: 666 SUMMIT AVE. JERSEY CITY, NJ

Owner in Fee: JERSEY CITY FIREMEN FCU

Address 666 SUMMIT AVE. JERSEY CITY NJ 07306

Contractor: R & R Electric

Address 23 Avenue A Bayonne NJ 07002

Contractor: R & R Electric

Address 23 Avenue A Bayonne NJ 07002

Contractor: R & R Electric

Contractor: R & R Electric

Contractor: R & R Electric

Home Improvement Contractor Registration No. or Exemption Reason (if applicable):

Federal Employee No.

B. ELECTRICAL CHARACTERISTICS

Use Group Present Proposed B

Foot/Pad # Temporary Other

Building Occupied as Utility Co.

Estimated Cost of Electrical Work \$22,000

JOB SUMMARY (Office Use Only)

PLAN REVIEW

No Plan Required

Partial Under-slab Utilities Approved

Date by

Electric Plans Approved

Date by

Joint Plan Review Required

Building Plumbing

Fire Elevator

Electrical Plans Approved

SUBCODE APPROVAL FOR PERMIT

Date by

SUBCODE APPROVAL FOR CERTIFICATE

CO CCC CA

Date

Approved by

INSPECTIONS

Type:

Rough

Barrier-Free

Trench

Temp. Serv.

Constr. Serv.

TCO

Other

Service

Final

Barrier-Free

Temp. Cert-in-Card Date Issued

Final Cert-in-Card Date Issued

Annual Pool Inspection

Date of Grounding and Bonding

Applicant's Signature/Contractor's Seal and Signature and Printed Name  
D. TECHNICAL SITE DATA  
QTY. SIZE ITEMS  
72 Lighting Fixtures  
64 Receptacles  
23 Switches  
4 Detectors  
20 Light Poles  
41 Motors - Fract. HP  
31 Emergency & Exit Lights  
205 Communication Points  
205 Alarm Devices/F. A.C. Panel

Applicant's Signature/Contractor's Seal and Signature and Printed Name  
E. TECHNICAL SITE DATA  
QTY. SIZE ITEMS  
205 TOTAL NUMBERS  
Pool Permit/with UV Lights  
Sizable Prod/Spa/Hot Tub  
KW Elec. Range/Receptical  
KW Oven/Surface Unit  
KW Elec. Water Heater  
KW Elec. Dyeer/Recepticle  
HP Dishwasher  
HP Garbage Disposal  
KW Central A/C Unit  
HP/KW Space Heater/Air  
KW Baseboard Heat  
HP Motors 1/2 HP  
KW Transformer/Generator  
AMP Service  
AMP Subpanels  
AMP Motor Control Center  
KW Elec. Sign/Outline Light

Applicant's Signature/Contractor's Seal and Signature and Printed Name  
F. TECHNICAL SITE DATA  
QTY. SIZE ITEMS  
205 TOTAL NUMBERS  
Pool Permit/with UV Lights  
Sizable Prod/Spa/Hot Tub  
KW Elec. Range/Receptical  
KW Oven/Surface Unit  
KW Elec. Water Heater  
KW Elec. Dyeer/Recepticle  
HP Dishwasher  
HP Garbage Disposal  
KW Central A/C Unit  
HP/KW Space Heater/Air  
KW Baseboard Heat  
HP Motors 1/2 HP  
KW Transformer/Generator  
AMP Service  
AMP Subpanels  
AMP Motor Control Center  
KW Elec. Sign/Outline Light

Applicant's Signature/Contractor's Seal and Signature and Printed Name  
G. TECHNICAL SITE DATA  
QTY. SIZE ITEMS  
205 TOTAL NUMBERS  
Pool Permit/with UV Lights  
Sizable Prod/Spa/Hot Tub  
KW Elec. Range/Receptical  
KW Oven/Surface Unit  
KW Elec. Water Heater  
KW Elec. Dyeer/Recepticle  
HP Dishwasher  
HP Garbage Disposal  
KW Central A/C Unit  
HP/KW Space Heater/Air  
KW Baseboard Heat  
HP Motors 1/2 HP  
KW Transformer/Generator  
AMP Service  
AMP Subpanels  
AMP Motor Control Center  
KW Elec. Sign/Outline Light

Applicant's Signature/Contractor's Seal and Signature and Printed Name  
H. TECHNICAL SITE DATA  
QTY. SIZE ITEMS  
205 TOTAL NUMBERS  
Pool Permit/with UV Lights  
Sizable Prod/Spa/Hot Tub  
KW Elec. Range/Receptical  
KW Oven/Surface Unit  
KW Elec. Water Heater  
KW Elec. Dyeer/Recepticle  
HP Dishwasher  
HP Garbage Disposal  
KW Central A/C Unit  
HP/KW Space Heater/Air  
KW Baseboard Heat  
HP Motors 1/2 HP  
KW Transformer/Generator  
AMP Service  
AMP Subpanels  
AMP Motor Control Center  
KW Elec. Sign/Outline Light

U.C.G.F. 20 (rev. 11/08)

Applicant: When submitting this form to your local Configuration Code Enforcement Office, please provide one original plus three photocopies.

Date Received 5/22/2013  
Date Issued 11/21/2013  
Control # 160513  
Permit # 20134364

Administrative Surcharge  
Minimum Fee  
State Permit Surcharge Fee \$46  
TOTAL FEE \$321





# FIRE SUBCODE TECHNICAL SECTION



A. IDENTIFICATION - APPLICANT: COMPLETE ALL APPLICABLE INFORMATION WHEN CHANGING CONTRACTORS. NOTIFY THIS OFFICE, CALL UTILITY DIS NO: 1-800-272-1000

Block #601 Lot 34  
Work Site Location: 660 SUMMIT AVE Jersey City, NJ

Owner in Fee: JERSEY CITY FIREMEN FCU  
Address: 660 SUMMIT AVE, JERSEY CITY NJ 07306  
Tel: (201) 653-8900

Contractor: B.S.R. Electric  
Address: 231 Avenue A, Bayonne NJ 07002  
Tel: (201) 920-8531

Fire Protection Equipment: NJ Div of Fire Safety Permit No.  
Fire Protection Equipment: NJ Div of Fire Safety Installer No.

Fire Alarm Contractor No.  
Home Improvement Contractor Registration No. or Exemption Reason(s) applicable:

Federal Employee No.  
B. FIRE PROTECTION CHARACTERISTICS

Use Group Present Proposed B Fuel Storage Tank:  
Capacity

Headings Systems: Present Proposed B Fuel Type: Flammable or Combustible  
or New or Modification to Existing Location of Panel: Capacity

Type: Gas Oil Electric Solar  
Location of Alarm Control Valve: New or Existing

Location:  
Total Cost of Fire Protection Work \$1

## JOB SUMMARY (Office Use Only)

### PLAN REVIEW

No Plan Required  
Partial Underlaid Utilities Approved

Date: by:  
Fire Protection Plans Approved

Approved by:  
Initial Plan Review Required

Building Plumbing  
Electrical Elevator

SUBCODE APPROVAL for PERMIT

Date: by:  
SUBCODE APPROVAL for CERTIFICATE

CO COO CA  
Date: by:

### INSPECTIONS

Type:

Alarm System  
Suppression Sys.

Standpipe  
Fire Pump

Pre-Eng. System  
Mechanical

Smoke Control  
TCO

Flammable/Combustible Tank  
Fireplace Venting

Final  
Other

Dates (Month/Day)

Failure Failure Approval Initial

C. CERTIFICATION IN LIEU OF OATH  
I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Applicant's Signature/Contractor's Seal and Signature and Printed Name  
Certified Contractor Exempt Applicant

### D. TECHNICAL SITE DATA

DESCRIPTION OF WORK  
RENOVATION OF OFFICE BLDG.

Water Supply Source  
Method of Alarm/Suppression System Supervision

Flammable/Combustible Tanks  
Alarm Systems

System  
110V Interconnected  
CO Detector/110V

Alarm Devices (i.e. smoke, heat, pull, waterflow)

Supervisory Devices (bumpers, low/high air)

Signaling Devices (horn/strobes, bells)

Other Devices

TOTAL  
Suppression Systems

Fire Pump GPM Type

Dry Pipe/Alarm Valves

Pre-action Valves

Sprinkler Heads (Dry and Wet)

Standpipes

Pre-engineered Systems

Wet Chemical

Dry Chemical

CO2 Suppression

Foam Suppression

FM200 Suppression

Other:

Other Systems

Kitchen Hood Exhaust System

Smoke Control System

Fire Appliances Gas Oil Solid

Fireplace Venting/Metal Chimney

Other

Administrative Surcharge

Minimum Fee

State Permit Surcharge Fee

TOTAL FEE

Date Received 5/22/2013  
Control # 100513  
Date Issued 11/21/2013  
Permit # 20134384



CITY OF JERSEY CITY

DEPARTMENT OF  
Housing, Economic Development and Commerce  
Office of The Construction Official  
80 Montgomery Street, 4<sup>th</sup> Floor, Jersey City, NJ 07302  
(201) 547-5055



Details (Code 11) - 21-13

Permit #

2013-4364

## CONSTRUCTION PERMIT NOTICE

Block 6601 Lot 34

Work Site Location: 666 Summit Ave

### AUTHORIZED FOR:

☒ BUILDING

☒ ELECTRICAL

☒ PLUMBING

☒ FIRE PROTECTION

☐ ELEVATOR

☐ DEMOLITION

☒ OTHER

Renovation of Office Building

This notice shall be posted conspicuously at the work site and shall remain  
so until issuance of a certificate.

U.C.C. Form F-180B (rev. 5/96)

**JERSEY CITY FIREMEN FEDERAL CREDIT UNION**

666 SUMMIT AVE.  
JERSEY CITY N.J.  
07306

Phone Number # 201-653-8900  
Fax Number # 201-653-5088

Web Address  
Email

**Fax Transmittal Form**

---

To : DREW EDWARDS  
Name:  
Phone:  
Fax:

From: PAT LACEY  
Date Sent: 12-10-13  
Number of Pages:

---

DREW

Here is a list of the work that has been completed and  
paid for as of December 9, 2013.

Pat Lacey

Pages 1 of 2

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for time items may apply.

APPLICATION NO: 20111197  
 APPLICATION DATE: 12/10/2013  
 PERIOD TO: 120 Days  
 ARCHITECT'S PROJECT NO: 5666

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
1	Signing Of Contract	\$10,000.00				\$10,000.00	100.00%	\$0.00	
2	Permit	\$7,000.00		\$7,000.00		\$7,000.00	100.00%	\$0.00	
3	Demolition	\$6,000.00				\$0.00	0.00%	\$6,000.00	
4	Cleanout	\$15,000.00				\$12,500.00	83.33%	\$2,500.00	
5	Metal Stairs	\$7,500.00	\$3,000.00	\$3,000.00		\$6,000.00	80.00%	\$1,500.00	
6	Stair Opening	\$2,500.00	\$1,000.00	\$1,500.00		\$2,500.00	100.00%	\$0.00	
7	Structural Repair	\$8,000.00	\$2,000.00	\$2,000.00		\$6,000.00	75.00%	\$2,000.00	
8	Storefront Entrance	\$17,000.00				\$0.00	0.00%	\$17,000.00	
9	Electric	\$30,000.00		\$8,000.00		\$10,000.00	33.33%	\$20,000.00	
10	Plumbing & Fixtures	\$21,000.00		\$7,000.00		\$7,000.00	33.33%	\$14,000.00	
11	Tile	\$8,000.00		\$3,000.00		\$3,000.00	37.50%	\$5,000.00	
12	Bathroom Partitions	\$7,000.00				\$0.00	0.00%	\$7,000.00	
13	Outside Stucco	\$2,500.00				\$0.00	0.00%	\$2,500.00	
14	Framing	\$12,000.00	\$2,000.00			\$6,000.00	50.00%	\$6,000.00	
15	Ceiling Truss	\$2,500.00				\$0.00	0.00%	\$2,500.00	
16	Sheetrock	\$8,000.00		\$3,000.00		\$3,000.00	37.50%	\$5,000.00	
17	Taping & Priming	\$6,000.00		\$2,000.00		\$2,000.00	33.33%	\$4,000.00	
18	Door	\$5,000.00				\$0.00	0.00%	\$5,000.00	
19	Trim	\$3,000.00				\$0.00	0.00%	\$3,000.00	
20	Hardware	\$3,500.00				\$0.00	0.00%	\$3,500.00	
21	Flooring	\$6,000.00				\$0.00	0.00%	\$6,000.00	
22	Miscellaneous	\$2,500.00				\$0.00	0.00%	\$2,500.00	
23	Completion	\$10,000.00				\$0.00	0.00%	\$10,000.00	
	<b>GRAND TOTALS</b>	<b>\$200,000.00</b>	<b>\$8,000.00</b>	<b>\$36,500.00</b>		<b>\$75,000.00</b>	<b>37.50%</b>	<b>\$125,000.00</b>	

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.821  
Agenda No. 10.P  
Approved: DEC 18 2013  
TITLE:



## CANCELLATION OF IMPROVEMENT VALUE ON BLOCK 14503 LOT 4 QUAL C0508, ALSO KNOWN AS 25 HUDSON STREET, JERSEY CITY, NEW JERSEY

COUNCIL OFFERED, AND MOVED ADOPTION  
OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Jersey City Tax Assessor has informed the Tax Collector's Office that Block 14503 Lot 4 Qual C0508 was erroneously assessed for an improvement value; and

**WHEREAS**, the Jersey City Tax Assessor would like to cancel the improvement value of 175,000 which equals to \$13,065.50; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that Block 14503 Lot 4 Qual C0508 also known as 25 Hudson Street, is hereby cancelled in the amount of \$13,065.50 for the removal of the improvement value.

APPROVED: 

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

02013125

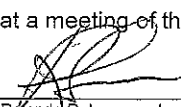
APPROVED 9-0

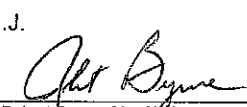
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

# PROPERTY RECORD CHANGE FORM

TRANSACTION DATE		FIELD COUNT
MONTH	DAY	YEAR
05	15	12

TRANSACTION NO. 1		COUNTY NO. 09		DISTRICT NO. 1	
ACTION CODE (60)	LIST TYPE	LIST YEAR	REQUESTED ACTION (CHECK ONE BOX ONLY)		
	<input checked="" type="checkbox"/> 1 TAX	<input checked="" type="checkbox"/> 20	<input type="checkbox"/> 1 CHANGE RECORD CONTENT <input type="checkbox"/> 2 ESTABLISH NEW RECORD <input type="checkbox"/> 3 DELETE ENTIRE RECORD <input type="checkbox"/> 5 DISPLAY RECORD CONTENT <input type="checkbox"/> 6 DELETE INVALID TRANSACTION		
PROPERTY IDENT (61)	BLOCK NO. • BLOCK SUFFIX	LOT NO. • LOT SUFFIX	QUALIFICATION CODES		RESTRICT OWNER (69)
	146/3	4	C0508		
OWNER (01)			BILLING CODE (02)		
STREET ADDRESS (03)			MORTGAGE ACCOUNT NO. (59)		
CITY, STATE (06)			ZIP CODE (07)		
PROPERTY LOCATION (10)			PROPERTY CLASS CODE (11)	ACCOUNT NUMBER (55)	COMM. UNITS (24) Percent Owned (25)
LAND DIMENSION (09)			BUILDING DESCRIPTION (13)		BUILDING CLASS CODE (18)
ADDITIONAL LOTS (37)			ZONING (35)	TAX MAP PAGE (39)	CONSTRUCTION YEAR (19)
DEDUCTIONS (04)			CENSUS TRACT (49)	CENSUS BLOCK (50)	
OWNERS			AMOUNT	TENANT REBATE BASE YEAR (96)	TENANT REBATE BASE YEAR TAXES (97)
DEED (41)			DEED DATE (42)	SALES PRICE (43)	SR-1A NON USE CODE (20)
CLASSIFICATION CODE (51)			STATUTE UNDER WHICH EXEMPTION IS CLAIMED (55)		INITIAL FILING DATE (53)
OWNER USE DESCRIPTION			TITLE CHAPTER SECTION		FURTHER FILING DATE (54)
FACILITY NAME (52)					
LAND TAXABLE VALUE OR PUBLIC UTILITY REPORTED DEPRECIATED BOOK VALUE (14)			6100		
IMPROVEMENT TAXABLE VALUE OR PUBLIC UTILITY AVERAGE ASSESSMENT RATIO (15)			175000		
LIMITED EXEMPTION AMOUNT (INSERT CODE) (05)			Code		
TERRA (20)			Code		
TERRA (20)			Code		
ASSESSMENT CODE (40)			Code		
NET TAXABLE VALUE (16)			181100		
SPECIAL TAX DISTRICT CODES (17)					
CLAIMANT SOC. SEC. NO. (21)			CO-CLAIMANT SOC. SEC. NO. (22)		

OWNER  
PROPERTY  
DESCRIPTION  
ASSESSMENTS

TAXES

CALENDAR YEAR BUDGET MUNICIPALITIES	
PRIOR YEAR NET AMOUNT OF TAX (57)	CALENDAR YEAR TAXES
CURRENT YEAR NET AMOUNT OF TAX (58)	
FISCAL YEAR BUDGET MUNICIPALITIES	
NON-MUNICIPAL 1ST HALF TAX (FEB-MAY) (71)	FISCAL YEAR TAXES
NON-MUNICIPAL 2ND HALF TAX (AUG-NOV) (72)	
MUNICIPAL 1ST HALF TAX (FEB-MAY) (73)	FISCAL YEAR TAXES
MUNICIPAL 2ND HALF TAX (AUG-NOV) (74)	

*Abate Inc. Get Out*

DATA CENTER COPY

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.822

Agenda No. 10.Q

Approved: DEC 18 2013

TITLE:



## CANCELLATION OF LOT CLEANING CHARGES ON BLOCK 23405 LOT 27 ALSO KNOWN AS 263 MARTIN LUTHER KING DRIVE

COUNCIL OFFERED, AND MOVED ADOPTION  
OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Jersey City Incinerator Authority certified lot cleaning charges to the Tax Collector's Office for Block 23405 Lot 27 in the amount of \$ 539.00 on September 24, 2013; and

**WHEREAS**, the Tax Collector's office posted the charges on September 24, 2013; and

**WHEREAS**, the Jersey City Incinerator Authority requests the lot cleaning charges on Block 23405 Lot 27 in the amount of \$ 539.00 be removed; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the lot cleaning charges on Block 23405 Lot 27 in the amount of \$ 539.00 be canceled.

APPROVED: 

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

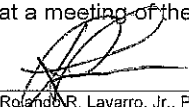
APPROVED 9-0

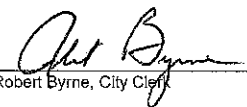
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**JERSEY CITY INCINERATOR AUTHORITY**  
501 Route 440  
Jersey City, New Jersey City 07305  
Phone # 201-432-4645  
Fax # 201-432-9530

December 9, 2013

Maureen Cosgrove  
City of Jersey City  
Tax Collector  
280 Grove St  
Jersey City, NJ 07302

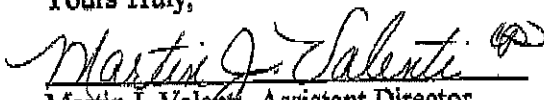
Re: 263 M. L. King Drive  
Block: 23405 Lot: 27

Dear Maureen,

Please remove the lot cleaning lien in the amount of \$539.00 for the above property, due to the error of one of the inspectors. The tax records reflect a vacant lot, which is actually a paved driveway. The vacant lot that was cleaned by the Incinerator Authority was a city owned lot.

Sorry for the inconvenience that this may have caused your division. If you need additional information please feel free to contact me at 201-432-4656 ext. 661

Yours Truly,

  
Martin J. Valenti, Assistant Director  
Environmental Department



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.823  
Agenda No. 10.R  
Approved: DEC 18 2013  
TITLE:



## RESOLUTION AUTHORIZING THE CITY COLLECTOR TO ENTER INTO A WRITTEN AGREEMENT FOR AN INSTALLMENT PLAN ON 478 BRAMHALL AVENUE, A PROPERTY OWNED BY BRAMHALL URBAN RENEWAL, LLC

### COUNCIL

### Offered and Moved Adoption of the Following Resolution:

WHEREAS, Bramhall Urban Renewal, LLC [Entity], is the owner of certain property designated as Block 18802, Lot 7, and more commonly known by the street address of 478 Bramhall Avenue [Property], which property is occupied by low and moderate income families and is subject to a tax exemption agreement; and

WHEREAS, as the result of an audit of its fiscal affairs, it was determined that the Entity had underpaid its Service Charge, which would have enabled the Jersey City's Tax Collector to place a lien on the Property; and

WHEREAS, instead, the City has agreed to allow the Entity to pay the sum owed over a period of five (5) years; and

WHEREAS, N.J.S.A. 54:5-19 allows a municipality to approve installment plans payable in equal monthly installment payments; and

WHEREAS, the Entity wishes to set up a tax installment plan for 60 months with 0% interest to pay off all arrears; and

WHEREAS, the Tax Collector is authorized to remove 478 Bramhall Avenue from the tax sale on December 19, 2013, upon the execution of the installment plan agreement; and

WHEREAS, the principal amount due is \$364,853.53 for years 2005 through 2013;

WHEREAS, a down payment of \$35,000.00 shall be paid upon execution of this agreement, with the remaining balance of \$329,853.53 paid in equal monthly installments of \$5,497.56 on the first of each month for 60 months; and

WHEREAS, the owner of this property has never received any prior installment agreement plan, which would have made it ineligible; and

WHEREAS, all taxes, assessments and other municipal liens, including Service Charges, falling due subsequent to the date of the agreement (current charges) must be promptly paid; and

WHEREAS, if any installment authorized by the agreement, or any subsequent taxes or charges, are not paid within 30 days of when they became due and payable, the agreement is void, and the Tax Collector shall proceed to hold a tax sale against the property.

City Clerk File No. Res. 13.823Agenda No. 10.RTITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING THE CITY COLLECTOR TO ENTER INTO A  
WRITTEN AGREEMENT FOR AN INSTALLMENT PLAN ON 478 BRAMHALL  
AVENUE A PROPERTY OWNED BY BRAMHALL URBAN RENEWAL, LLC**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. the Tax Collector be and is hereby authorized to execute a tax installment agreement with Bramhall Urban Renewal, LLC, owner of certain property designated as Block 18802, Lot 7, and more commonly known by the street address of 478 Bramhall Avenue, to pay the sum of \$35,000 upon execution of the agreement and \$329,853.53 without interest, in even installment of \$5,497.56 a month over a 60 month period; and
2. the Tax Collector is also authorized to remove this parcel from the upcoming tax sale.

JM/he  
12/04/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED 9-0****RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rofando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**BRAMHALL URBAN RENEWAL, LP**  
**23 Chapel Avenue**  
**Jersey City, NJ 07305**

December 4, 2013

Maureen Cosgrove, Tax Collector  
City Hall  
280 Grove Street  
Jersey City, NJ 07304

Re: Bramhall Urban Renewal, LP  
462, 466, 470, 474 & 478 Bramhall Avenue  
Tax Acct: # 341479

Dear Ms. Cosgrove:

As a result of a recent City Audit, it has been determined that the referenced Low Income Housing Development has underpaid its P.I.L.O.T. payment for the years 2005 through 2013 by a total of \$364,853.53.


As noted in the 2012 Audit, the Partnership has had recurring losses and an accumulated operational deficiency. Additionally, at the end of calendar year 2012, the partnership had less than \$10,000 cash on hand and was unable to make the required contribution to the reserve account for necessary repairs and replacements.

We are therefore formally requesting that the City agree to allow the Partnership, Bramhall Urban Renewal, LP, to enter into a sixty (60) month installment agreement with zero (0%) percent interest to pay the aforementioned arrearage, less a down payment of \$35,000.

We thank you in advance for your consideration in this matter as it is our goal to ensure the long-term viability of this project, which has provided critically needed very low income (50% of Median Income) affordable housing to Jersey City families for over a decade.

We will make application to the Mayor for an adjustment in the Financial Agreement as to the percentage of the P.I.L.O.T. based on the low income restriction for the project.

Sincerely,

  
Rev. Eugene Squeo  
President


*Stamped*  
*4/9/13*

# CITY OF JERSEY CITY

## INTERDEPARTMENTAL MEMORANDUM TAX COLLECTOR'S OFFICE

**DATE:** December 9, 2013

**TO:** Rolando R. Lavarro, Council President  
Member of the City Council

**FROM:** Maureen Cosgrove, Tax Collector 

**SUBJECT:** Partial Payment Plan for Bramhall Urban Renewal

---

The Tax Office conducted an internal audit of Bramhall Urban Renewal and back billed the entity in 2013 for taxes years 2005 to 2012. This internal audit revealed under payments in the amount of 364,853.53 consisting of principal and interest. Since the income is restricted because it is an affordable housing project I feel that it is in the best interest of all to allow them this payment plan.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.824  
Agenda No. 10.5  
Approved: DEC 18 2013  
TITLE:



## RESOLUTION AUTHORIZING THE CITY COLLECTOR TO ENTER INTO A WRITTEN AGREEMENT FOR AN INSTALLMENT PLAN ON 2 HAGUE STREET, A PROPERTY OWNED BY HEIGHTS URBAN RENEWAL, LLC

### COUNCIL

### Offered and Moved Adoption of the Following Resolution:

**WHEREAS**, Heights Urban Renewal, LLC [Entity], is the owner of certain property designated as Block 502, Lot 1, Qualifier C0004 and more commonly known by the street address of 2 Hague Street [Property], which property is occupied by low and moderate income families and is subject to a tax exemption agreement; and

**WHEREAS**, as the result of an audit of its fiscal affairs, it was determined that the Entity had underpaid its Service Charge, which would have enabled the Jersey City's Tax Collector to place a lien on the Property; and

**WHEREAS**, instead, the City has agreed to allow the Entity to pay the sum owed over a period of five (5) years; and

**WHEREAS**, N.J.S.A. 54:5-19 allows a municipality to approve installment plans payable in equal monthly installment payments; and

**WHEREAS**, the Entity wishes to set up a tax installment plan for 60 months with 0% interest to pay off all arrears; and

**WHEREAS**, the Tax Collector is authorized to remove 2 Hague Street from the tax sale on December 19, 2013, upon the execution of the installment plan agreement; and

**WHEREAS**, the principal amount due is \$68,757.94 for years 2007 through 2012;

**WHEREAS**, no down payment shall be paid upon execution of this agreement, with the amount to be paid in equal monthly installments of \$1,145.97 on the first of each month for 60 months; and

**WHEREAS**, the owner of this property has never received any prior installment agreement plan, which would have made it ineligible; and

**WHEREAS**, all taxes, assessments and other municipal liens, including Service Charges, falling due subsequent to the date of the agreement (current charges) must be promptly paid; and

**WHEREAS**, if any installment authorized by the agreement, or any subsequent taxes or charges, are not paid within 30 days of when they became due and payable, the agreement is void, and the Tax Collector shall proceed to hold a tax sale against the property.




# CITY OF JERSEY CITY

## INTERDEPARTMENTAL MEMORANDUM TAX COLLECTOR'S OFFICE

**DATE:** December 11, 2013

**TO:** Rolando R. Lavarro, Council President  
Member of the City Council

**FROM:** Maureen Cosgrove, Tax Collector 

**SUBJECT:** Partial Payment Plan for Heights Urban Renewal

---

The Tax Office conducted an internal audit of Heights Urban Renewal and back billed the entity in 2013 for taxes years 2007 to 2012. This internal audit revealed under payments in the amount of 68,757.94 consisting of principal and interest. Since the income is restricted because it is an affordable housing project I feel that it is in the best interest of all to allow them this payment plan.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.825

Agenda No. 10.T

Approved: DEC 18 2013

TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 162 WEBSTER AVENUE A/K/A BLOCK 3805, LOT 36

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, on June 6, 1996, Michele Pizza (Owner) participated in the Jersey City Redevelopment Agency's (JCRA) Multi-Family Loan/Matching Grant Program (Program); and

**WHEREAS**, on June 6, 1996, the Owner executed a mortgage with JCRA to secure JCRA's loan to her in the amount of \$60,000.00 made under the Program; and

**WHEREAS**, the mortgage affects property known as 162 Webster Avenue, Jersey City, also known as Lot 36 in Block 3805 f/k/a Lot 226 in Block 757; and

**WHEREAS**, JCRA's loan is forgiven at the end of fifteen (15) years from the date of the mortgage provided that the homeowner resides in the property, does not sell the property and agrees to maintain 51% of the eligible units for occupancy by low and or moderate income tenants for the fifteen (15) year period; and

**WHEREAS**, on December 21, 1999, an Assignment of Grant and Lien Agreement was entered into between JCRA and the City of Jersey City (City) in which JCRA assigned all rights and obligations under the mortgage to the City and the City agreed to perform all duties and obligations to be performed by JCRA under the mortgage; and

**WHEREAS**, the fifteen (15) year period has expired and the City by its Division of Community Development has reviewed the documents and determined that the owner has complied with the conditions of the mortgage; and

**WHEREAS**, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of the Mortgage for Michele Pizza in the sum of \$60,000.00 affecting 162 Webster Avenue, Jersey City, also known as Lot 36 in Block 3805 f/k/a Lot 226 in Block 757.

IW  
12-5-13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



SEE Recpt  
REC. 11-30-96  
INSTR. 72672  
BOOK 912  
PAGE 348

COMMISSIONERS  
L. HARVEY SMITH  
CHAIRMAN  
JAMES A. McLAUGHLIN, JR.  
VICE CHAIRMAN  
BARBARA DONNELLY  
ROBERT GALLAGHER  
RICHARD MENDEZ  
HELEN BRZOZOWSKI  
DAWN ODOM

JERSEY CITY REDEVELOPMENT AGENCY

30 MONTGOMERY ST., ROOM 408  
JERSEY CITY, N.J. 07302-3821  
(201) 547-4747  
FAX: (201) 547-4876

EXECUTIVE  
PAUL W. HAMILTON  
EXECUTIVE DIRECTOR  
K. JOSEPH VYDAL, ESQ.  
GENERAL COUNSEL  
BRET SCHUNDLER  
MANAGER

OWNER

PROPERTY ADDRESS

Michele Pappa  
162 Webster Ave.

MULTI-FAMILY LOAN AND GRANT PROGRAM  
AGREEMENT AND LIEN

THIS AGREEMENT, made this 6 day of JUNE  
1996, between the JERSEY CITY REDEVELOPMENT AGENCY (hereinafter referred  
to as the "AGENCY"), with offices at 30 Montgomery Street, in the City of Jersey City, County  
of Hudson, State of New Jersey and MICHELE PAPPA (hereinafter referred  
to as the "OWNER"), residing at 351 New York Ave. City of  
Jersey City County of HUDSON State of  
New Jersey. PROPERTY LOCATION: 162 WEBSTER AVE.

The Owner acknowledges receipt of a Grant in the amount of \$60,000.00. In  
consideration of the receipt of these monies, the Owner agrees to be bound by all of the terms  
stated herein.

The Owner acknowledges and agrees that the entire Grant Amount of  
\$ 60,000.00 shall become due and payable to the Agency immediately, in the event  
the Owner transfers any interest in the real property, which is the subject of this agreement,  
within a period of 15 years from the date of this agreement or in the event the Owner does not  
comply with maintaining 51% of the eligible units to low/moderate income tenants as defined  
by regulations of the Department of Housing and Urban Development. Should the Owner fail  
to maintain the property in the manner described in this paragraph, the Agency will also have  
the right to immediate payment of the remaining Loan Balance as well as the entire Grant  
Amount.

-1-

BK6123PG087

RJ 1128197

022058  
RECEIVED

The Owner agrees that this Agreement will be filed in the Register's Office of the County of Hudson, State of New Jersey, as evidence of the Lien granted herein.

**"RECERTIFICATION OF TENANTS OCCUPANCY"**

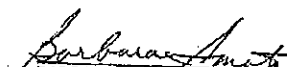
The Owner will furnish the Agency with a "Recertification Of Tenants Occupancy" Form on a semi-annual basis. The form must be filed by January 1st and July 1st of each calendar year. Failure to file said form will result in a breach of this Agreement. The Agency will have a right to collect the entire amount of the Grant and the remaining balance of the Loan in the event the Owner fails to file the form in a timely manner.

The undersigned jointly and severally waive presentment, protest and demand, notice of protest, demand, and dishonor and nonpayment of this Loan agrees to conform and comply with each of the covenants, conditions, provisions and agreements contained in every instrument now evidencing or securing this indebtedness. No extension of the time for repayment of this Loan of any installment hereof made by agreement with any person now or hereafter liable for the payment of this Loan shall operate to release, discharge, modify, change or effect the original liability under this Loan, either in whole or in part of any of the undersigned not a party to such agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

JERSEY CITY REDEVELOPMENT AGENCY

ATTEST:

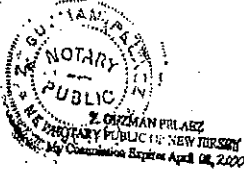
  
BARBARA A. AMATO, Secretary

  
PAUL W. HAMILTON, Executive Director

  
WITNESS

STATE OF NEW JERSEY )  
COUNTY OF HUDSON ) SS:

BE IT REMEMBERED, that on this 6<sup>th</sup> day of June  
19 96, before me, the subscriber, a Notary Public of New Jersey, personally appeared  
Michele Pizzo, who I am satisfied is the property owner(s) named herein  
and who executed the within document and, that he signed, sealed and delivered the same  
as his voluntary act and deed, for the uses and purposes therein expressed.



Z. GIZMAN PRAEZ  
NOTARY PUBLIC OF NEW JERSEY

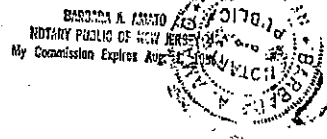
-3-

BK6123P6089

STATE OF NEW JERSEY }  
COUNTY OF HUDSON } SS:

BE IT REMEMBERED, that on this 12<sup>th</sup> day of July,  
1996, before me, the subscriber, a Notary Public of New Jersey, personally appeared  
PAUL W. HAMILTON, who I am satisfied is the Executive Director of the  
Jersey City Redevelopment Agency, the Agency named herein and who executed the within  
document and, that he signed, sealed and delivered the same as the act and deed of the Agency  
for the uses and purposes therein expressed.

Barbara A. Lento  
NOTARY PUBLIC OF NEW JERSEY

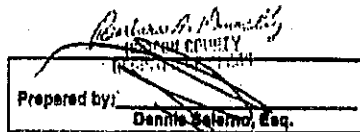


BK6123PG090

072672

RECEIVED  
AND  
RECORDED

99 DEC 30 11:11:07

**ASSIGNMENT OF GRANT & LIEN AGREEMENT****KNOW ALL MEN BY THESE PRESENTS:**

THAT the JERSEY CITY REDEVELOPMENT AGENCY (hereinafter "Assignor"), a corporate and body politic of the State of New Jersey located at 30 Montgomery Street, Room 910, Jersey City, New Jersey 07302 for and in consideration of the sum of One Dollar (\$ 1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, assigns to the CITY OF JERSEY CITY (hereinafter "Assignee") in the County of Hudson and State of New Jersey, a public body, corporate and politic, a municipality of the State of New Jersey, having its principal office located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 a certain Mortgage dated June 6, 1996, made by Michele Pizzo on the property known as 182 Webster Avenue (Block 787, Lot 226) in the City of Jersey City, County of Hudson and State of New Jersey, to secure payment of the sum of SIXTY THOUSAND DOLLARS (\$ 60,000.00). Said mortgage was recorded on January 28, 1997 at the Hudson County Register's Office in Mortgage Book 6123, Page 087.

TOGETHER, with the Bond, Note or other Obligation therein described, and the money due and to grow due thereon, with the Interest;

TO HAVE AND TO HOLD the same unto the said Assignee and to the successors, legal representatives and assigns of the Assignee, forever, subject only to all the provisions contained in the said Mortgage and the Bond, Note or other Obligation. AND the Assignor covenants, that there are no set-offs, counterclaims or defenses in law or in equity and that the obligation is current as of this assignment.

IN WITNESS WHEREOF, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 21<sup>st</sup> day of December, 1999.

JERSEY CITY REDEVELOPMENT AGENCY

William A. Gaughan  
WILLIAM A. GAUGHAN, CHAIRMAN

Attested By:


PAUL HAMILTON, SECRETARY

BK09126248

STATE OF NEW JERSEY }  
COUNTY OF HUDSON }

BE IT REMEMBERED, that on this 21st day of December 1999, before me, the Subscriber, a Notary Public of the State of New Jersey, personally appeared Paul W. Hamilton, who being by me duly sworn on his oath, both deposes and makes proof to my satisfaction, that he is the Secretary of the Jersey City Redevelopment Agency, the Agency named in the within Instrument; that WILLIAM A. GAUGHAN is the Chairman of said Agency; that deponent well knows the corporate seal of said Agency which is the seal that has been affixed to said Instrument signed and delivered by said Secretary as and for the voluntary act and deed of said Agency in the presence of deponent, who thereunto subscribed his name as witness.

  
PAUL W. HAMILTON, Secretary

Sworn & subscribed before  
me on the aforesaid date  
  
WILLIAM F. MONTOLA  
A Notary Public of New Jersey  
My Commission Expires 2/27/04

RECORD AND RETURN TO:

Jersey City Redevelopment Agency  
30 Montgomery Street - Room 910  
Jersey City, New Jersey 07302

BK0912F0249

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.826

Agenda No. 10.0

Approved: DEC 18 2013

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR 2013 BODY ARMOR REPLACEMENT FUND

**COUNCIL**  
the following resolution

Offered and moved adoption of

**WHEREAS**, the nature of police work creates a danger to the members of the Jersey City Police Department; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this danger; and

**WHEREAS**, the New Jersey Department of Law and Public Safety, through the Division of Criminal Justice, administers the Body Armor Replacement Fund (2013), and

**WHEREAS**, the Division of Criminal Justice provides funds to Municipalities for the safety of Police Officers, and

**WHEREAS**, the City of Jersey City having shown a desire to protect police officers has applied and has been awarded **\$89,206.28** for this purpose, and

**WHEREAS**, the Jersey City Police Department would like to accept the **\$89,206.28** award being offered by the New Jersey Division of Criminal Justice under the 2013 Body Armor Replacement Fund, and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City accepts **\$89,206.28** from the New Jersey Division of Criminal Justice on behalf of the Jersey City Police Department, and
2. These funds will be used to provide body armor for the Jersey City Police Department.

APPROVED: *[Signature]*  
D. RECTOR JAMES SHEA

APPROVED: *[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*  
Rolando R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET**    Date Submitted to B.A. \_\_\_\_\_

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1.     Full Title of Ordinance/Resolution/Cooperation Agreement:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR - 2013 BODY ARMOR REPLACEMENT FUND

2.     Name and Title of Person Initiating Ordinance/Resolution:

Public Safety Director James Shea

3.     Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution:

Funds are being awarded to the Jersey City Police in the amount of **\$89,206.28** towards the purchase of body armor (bullet proof vests) for police officers.

4.     Reasons (Need) for the Proposed Program, Project, etc.:

To provide protection for police officers who work for the City.

5.     Anticipated Benefits to the Community:

To provide the police officers with body armor for better protection and safety.

6.     Cost of Proposed Program Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

The award of **\$89,206.28** shall be used to purchase body armor with no match required from the City.

7.     Date Proposed Program or Project will Commence:

January 1, 2014

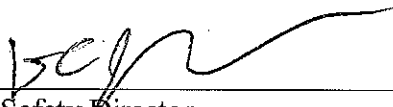
8.     Anticipated Completion Date:

December 31, 2015



9. Person Responsible for Coordinating Proposed Program/Project:

P.O. Jaclyn Marcazo #2987



Public Safety Director

12/3/13

Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.827

Agenda No. 10.V

Approved: DEC 18 2013

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE PURCHASE AND DELIVERY OF RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE & FIRE) FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Department of Public Safety (Fire and Police) needs to continuously maintain public safety through portable radio communications; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Motorola, 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, submitted a proposal for Radios; and

**WHEREAS**, funds are available for this contract in the UASI Federal & State Grant Fund;

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	111903	A83909	\$110,692.50

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Motorola, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued to page 2)

City Clerk File No. Res. 13.827Agenda No. 10.VTITLE: DEC 18 2013

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE PURCHASE AND DELIVERY OF RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE & FIRE) FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-272-314.

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	111903	A83909	\$110,692.50

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/5/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **FULL TITLE OF RESOLUTION AGREEMENT:**  
RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE PURCHASE AND DELIVERY OF RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE & FIRE) FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING**  
RESOLUTION: W. Greg Kierce, Director of Office of Emergency Management & Homeland Security (201) 547-5681
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:** Radio communication equipment and accessories for Police & Fire.
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:** Maintain public safety through portable radio communication.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:** Public Safety
6. **COST OF PROPOSED PROGRAM, PROJECT, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):** The cost of this contract is One Hundred Ten Thousand, Six Hundred Ninety Two Dollars and Fifty Cents (\$110,692.50) from UASI Federal State and Grant Fund.
7. **DATE PROPOSED OR PROJECT WILL COMMENCE:** Upon adoption by The Jersey City Municipal Council.
8. **ANTICIPATED COMPLETION DATE:** n/a
9. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:** W. Greg Kierce, Director of Office of Emergency Management & Homeland Security
10. **ADDITIONAL COMMENTS:** Resolution proposed at the recommendation of the Director of Office of Emergency Management & homeland Security

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

12/5/13  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF PURCHASING DIRECTOR

12/9/13  
\_\_\_\_\_  
DATE



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MOTOROLA COMMUNICATIONS AND  
ELECTRONICS

**Trade Name:**

**Address:** 9401 GRAND AVE  
FRANKLIN PARK, IL 60131-3430

**Certificate Number:** 0092150

**Effective Date:** January 02, 1953

**Date of Issuance:** December 05, 2013

**For Office Use Only:**

20131205145104070



# RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES

DATE: 11/19/13  
Quote: Jersey City Police  
XTS1500 1.5 UHF Trunked Portable Radios  
CUST #: 1000315087

**BILL TO: JERSEY CITY POLICE**  
**ATT: John Traczyk**  
**Jersey City , New Jersey**  
**07302**

SHIP TO: Jersey City Police  
73-85 Bishop Street  
Jersey City NJ 07304  
ATTN: John Traczuk  
CELL: 201-705-4628

**ULTIMATE**  
**DESTINATION: Jersey City Police**  
73-86 Bishop Street  
Jersey City, NJ 07304  
ATT: John Tracy/K  
CELL: 201-705-4628

**VENDOR: MOTOROLA, INC.**  
5 Paragon Drive  
Montvale, New Jersey 07645  
**ATTN: Thomas Schmidt**  
**PHONE: 201-848-5513**  
**FAX: 201-848-5799**

CONTRACT	LINE NO.	COMM CODE	MODEL	APC	DESCRIPTION	QTY	LIST UNIT PRICE	Ext UNIT PRICE	NJ Cont Discount	DISC UNIT PRICE	EXTENDED PRICE	DISC
					40 XTS1500 Type 1.5 PORTABLES NO ENCRYPTION							
00002	726-88-085633		H68SD9DPW5BN		ASTRO DIGITAL XTS1500 UHF R2 MODEL 1.5 1-5W 96 CHA inc belt clip, antenna, battery 1 year warranty from shipment	40	\$750.00	\$30,000.00	25.0%	\$562.50	\$22,500.00	
00002	726-88-085633		C574BJ		SOFTWARE TRUNKING 8600 BAUD MODEL 1 UHF Range 2	40	\$930.00	\$37,200.00	25.0%	\$697.50	\$27,900.00	
00002	726-88-085633		H889BK		TWO (2) YEAR EXPRESS SERVICE PLUS gives3 yrs total	40	\$84.00	\$3,360.00	0.0%	\$84.00	\$3,360.00	
00002	726-88-085633		H207		DELETE STANDARD BATTERY	40	(\$67.00)	(\$2,280.00)	25.0%	(\$42.75)	(\$1,710.00)	
00002	726-88-085633		NNTV7335A		LITHIUM ION 2700 MAH, IMPRES BATTERIES	80	\$135.00	\$10,800.00	40.0%	\$81.00	\$6,480.00	
00002	726-88-085633		WPLN4171AR		CHARGER IMPRES SMART SINGLE UNIT (110V)	40	\$165.00	\$6,600.00	25.0%	\$123.75	\$4,950.00	
00002	726-88-085633		NNTM4115		Leather swivel carry case strap 3 in belt loop	0	\$60.00	\$0.00	25.0%	\$45.00	\$0.00	
00002	726-88-085633		NNM6183		Remote Speaker Microphones with 6 ft coil cord	0	\$87.25	\$0.00	22.5%	\$66.44	\$0.00	
00002	726-88-085633		PROGRAMMING		PROGRAMMING TO BE DONE BY CUSTOMER	0	\$60.00	\$0.00	0%	\$60.00	\$0.00	
					SUBTOTAL						\$63,480.00	

**NEW JERSEY CONTRACT #83909 PROPOSAL TOTAL:**

**\$63,480.00**

**Delivery:** Approx 3 weeks from receipt of a hard copy purchase order

**Terms: Net 30 days from shipment.**

**If you have any questions at all please call me at 201-949-5513. Thank you and I will be in touch.**

**Very Truly Yours,**  
*Thomas Schmitt*  
Thomas Schmitt   Motorola Senior Account Manager  
Motorola Inc 5 Paragon Drive   Montvale, New Jersey 07645

Oct 18, 2013

Jersey City OEM  
715 Summit Ave  
Jersey City, New Jersey 07302  
Att: Martin Valenti  
201-547-5684  
cell 201-240-5292

Dear Marti,

As per our conversation the following is a NJ State Contract #83909 Price quote on the APX6000XE special Fire Portable Radio you requested to operate on your city wide digital trunked radio system.

The programming is included in all the below pricing.

Our New Jersey State Contract information is contract #83909 -- T-0109.

Equipment is all from contract line item 0002 commodity code #726-88-085633.

We can go 25% off if we can merge with the PD quote on one PO as we are then over qty of 50.

State contract pricing and specs are as follows:

### FIRE PORTABLES

#### APX6000XE TYPE 2.5 TOP & FRONT DISPLAY LIMITED KEYPAD PORTABLE RADIO UHF Range II 450-520MHz

Item	Qty	Model #	Description	List Price	State % Discount	Unit Price	Extended Price
1	10	H98SDF9PW6N	APX6000 DIGITAL PORTABLE RADIO Model 2.5 ant, carry holder	\$2,200.00	25%	\$1,650.00	\$16,500.00
1a	10	QA02006	APX6000XE Extreme Rugged Radio-larger knobs and display	\$800.00	25%	\$600.00	\$6,000.00
1b	10	QA01427	High Impact green housing rated IP67	\$25.00	25%	\$18.75	\$187.50
1c	10	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	25%	\$386.25	\$3,862.50
1d	10	H38	ADD: SMARTZONE OPERATION	\$1,200.00	25%	\$900.00	\$9,000.00
1e	10	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	25%	\$225.00	\$2,250.00
1f	10	QA01749	ADD:ADVANCED SYSTEM KEY SOFT VERSION	\$0.00	25%	\$0.00	\$0.00
1g	10	H885BK	ADD: 2 YR REPAIR SERVICE ADVANTAGE 3 YEARS from Shipment	\$84.00	0%	\$84.00	\$840.00
2	10	PMLN5476A	Leather swivel carry case with belt loop	\$65.00	25%	\$48.75	\$487.50

3	10	Customer will provide leather carry strap as ours is nylon			
4	10	HIMN4104A	IMPRES RS MIC with display and channel selection	\$375.00	25%
5	2	NNTN7073B	SIX UNIT CHARGER IMPRESS RAPID RATE110V with Display	\$1,350.00	25%
6	10	NNTN8092	SPARE BATTERY IMPRES IP67 HIGH CAPACITY BATTERY	\$ 125.00	25%
7	10	PROGRAMMING	Pinnacle will program radios on site with cust supplied freq list	\$60.00	0%
8	10	H635UY	Large order promotion Hard Copy PO must be with Motorola by NOV 22,2013	(\$450.00)	0%
State Contract #83909 Equipment Price Total:				Subtotal:	
					\$41,002.50





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MOTOROLA COMMUNICATIONS AND  
ELECTRONICS

**Trade Name:**

**Address:** 9401 GRAND AVE  
FRANKLIN PARK, IL 60131-3430

**Certificate Number:** 0092150

**Effective Date:** January 02, 1953

**Date of Issuance:** November 26, 2013

**For Office Use Only:**

20131126100119463

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.828

Agenda No. 10.W

Approved: DEC 18 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GENERAL SALES ADMINISTRATION T/A MAJOR POLICY SUPPLY FOR THE PURCHASE AND DELIVERY OF SPIKELET PLUS AUTOMATED LICENSE PLATE READERS (ALPRs) FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Automated License Plate Readers will enhance intelligence and information stationary that will be permanently mounted for the Department of Public Safety for use between law enforcement agencies on the Hackensack River Bridge; and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, General Sales Administration T/A Major Police Supply, is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70 Contract GS-35F-0574X; and

**WHEREAS**, General Sales Administration T/A Major Police Supply, 47 N. Dell Avenue, Kenil, New Jersey 07847 submitted a quote int the total amount of Fifty Nine Thousand, Eight Hundred Forty Eight Dollars and Eighty Six Cents (\$59,848.86) for Automated License Plate Readers stationary and permanently mounted on the Hackensack River Bridge for use by Police; and

**WHEREAS**, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

**WHEREAS**, the sum of \$59,848.86 is available in Account No. 02-213-40-272-314 which represents the UASI Federal & State Grant Calendar Year 2013;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 54:34-10.6 (c), a contract is awarded to General Sales Administration T/A Major Police Supply, 47 N. Dell Avenue, Kenil, New Jersey 07847 the holder of GSA Contract GS-35F-0574X, in the amount of \$59,848.86 to provide for Automated License Plate Readers stationary and permanently mounted on the Hackensack River Bridge for use by Police.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement.

(Continue to page 2)

City Clerk File No. 10.WAgenda No. DEC 18 2013

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GENERAL SALES ADMINISTRATION T/A MAJOR POLICY SUPPLY FOR THE PURCHASE AND DELIVERY OF SPIKELET PLUS AUTOMATED LICENSE PLATE READERS (ALPRs) FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

3. The award of this contract shall be subject to the condition that General Sales Administration T/A Major Police Supply provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-3 et seq.
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer, Donna Mauer, as Chief financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**Office of Emergency Management & Homeland Security**

**Account No.**  
02-213-40-272-314

**Purchase Order**  
111897

**Amount**  
\$59,848.86

Peter Folgado, Director  
Purchasing, QPA, RPPO

Donna Mauer, Chief Financial Officer

PF/pv  
12/6/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9.0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENERAL SALES ADMINISTRATION T/A MAJOR POLICE SUPPLY FOR THE PURCHASE AND DELIVERY OF SPIKELET PLUS AUTOMATED LICENSE PLATE READERS (ALPRs) FOR PERMANENT INSTALLATION ON THE HACKENSACK RIVER BRIDGE UNDER STATE CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT

**2. Name and title of person initiating ordinance/resolution, etc.:**

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

This funding will facilitate the procurement of stationary permanent mounted Automated License Plate Readers (ALPRS) equipment for the Department of Public Safety for use by the police division on the Hackensack River Bridge.

**4. Reasons (need) for the proposed program, project, etc.:**

To enhance intelligence and information sharing between law-enforcement agencies.

**5. Anticipated benefits to the community:**

Enhanced intelligence and information sharing capabilities

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

This grant is thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY-11 award program .No in-kind contributions are required on the part of Jersey City

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENERAL SALES  
ADMINISTRATION T/A MAJOR POLICE SUPPLY FOR THE PURCHASE AND DELIVERY  
OF SPIKELET PLUS AUTOMATED LICENSE PLATE READERS (ALPRs) FOR  
PERMANENT INSTALLATION ON THE HACKENSACK RIVER BRIDGE UNDER STATE  
CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND  
SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

**7. Date the proposed program, or project will commence:**

Upon approval of the Jersey City Municipal Council

**8. Anticipated completion date:**

Procurement of proposed equipment will commence upon approval of the Jersey City Municipal Council. Delivery of equipment will commence shortly thereafter.

**9. Person responsible for coordinating proposed program, project, etc.:**

W. Greg Kierce, Director Office of Emergency Management & Homeland Security

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
\_\_\_\_\_  
Signature of Department Director

12/5/13  
\_\_\_\_\_  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GENERAL SALES ADMINISTRATION, INC.

**Trade Name:** MAJOR POLICE SUPPLY

**Address:** 47 N DELL AVENUE  
KENVIL, NJ 07847-2640

**Certificate Number:** 0099842

**Effective Date:** December 18, 1989

**Date of Issuance:** November 22, 2013

**For Office Use Only:**

20131122150223142

# JERSEY CITY POLICE DEPARTMENT

## DEPARTMENT REQUISITION

**Date:** November 19, 2013

**The following supplies are required for use by the  
COMPUTER UNIT at the following locations:**

**Computer Unit – JCPSCC, 73-85 Bishop Street**

Item No.	Quantity:	Article:	Remarks/Price:
		<b>Spikelet Plus- 810</b>	
<b>1</b>	<b>6</b>	<b>Spikelet Plus (392) Integrated ANPR Camera, Illuminator and Processor all in One Unit</b>	<b>\$9,974.81 ea.</b>
<b>2</b>	<b>2</b>	<b>Term Box-2 392 two camera termination Box with two power supplies, includes 100 Cable assembly</b>	<b>\$1,088.16 ea.</b>
<b>3</b>	<b>2</b>	<b>TermBox-1 392 single camera termination</b>	<b>\$725.44 ea.</b>
<b>4</b>	<b>6</b>	<b>Pips Fixed DBCKT Pole quick release Camera bracket (9" diameter maximum)</b>	<b>\$589.42 ea.</b>
			<b>Total \$67,012.58</b>
		<b>Vendor:</b>	
		<b>Major Police Supply</b>	
		<b>47 N. Dell Avenue</b>	
		<b>Kenvil, NJ 07847</b>	
		<b>Phone: 800-666-4472</b>	

**Comments: Lincoln Highway Bridge ALPR Project State Contract Purchase**

**Requested By:**

**Approved By:**

**Chief of Police:**

**Director of Police:**



# General Sales Administration t/a Major Police Supply

47 N. Dell Avenue

Kenvil, NJ 07847

Phone (800) 666-4472 Fax (973) 584-5022

- **PlateFinder** – Identifies license plates based on reflective properties and physical size of plates, which reduces false triggers (mailboxes, picket fences, street signs, etc.).
- **TripleFlash** – Varies flash, shutter and gain settings to capture multiple images per vehicle, ensuring a quality image over a wide range of ambient and environmental conditions.

## STATE / GSA Schedule Pricing

SIN	Qty	Equipment and Software	State/GSA Cost	Extended Cost
1328	6	<b>SPIKELET PLUS-810</b> – Spikelet.Plus (392) Integrated ANPR Camera, Illuminator and Processor all in one unit; the Spikelet's Monochrome Camera is surrounded by two (2) sets of Infrared (IR) LEDs that provide both the IR and the vehicle's color overview image; provides the capability to read multiple license plates in a single field of view. Supplied with 4 GB compact flash as standard.	\$9,974.81	\$59,848.86
<b>TOTAL</b>				<b>\$59,848.86</b>

(Open Market)

Item	Qty.	Equipment and Software	State/GSA Cost	Extended Cost
1	2	<b>TERMBOX-2</b> 392 two camera termination box with two power supplies, includes 100' cable assembly	\$1,088.16	\$2,176.32
2	2	<b>TERMBOX-1</b> 392 single camera termination box with single power supply, includes 100' cable assembly	\$725.44	\$1,450.88
3	6	<b>PIPS-FIXEDBCKT</b> Pole Mount Quick Release Camera Bracket (9" diameter maximum)	\$589.42	\$3,536.52
<b>Sub-Total for Open Market Items</b>				<b>\$7,163.72</b>

Item	Qty.	Equipment	Total Cost
1	1	STATE / GSA Schedule Items	\$59,848.86
2	1	STATE / GSA Open Market Items	\$7,163.72
<b>Total Purchase Costs</b>			<b>\$67,012.58</b>





**General Sales Administration**  
**t/a Major Police Supply**

**47 N. Dell Avenue**

**Kenvil, NJ 07847**

**Phone (800) 666-4472 Fax (973) 584-5022**

**NOTE 1:** All PIPS equipment hardware and software is covered by a one-year parts and labor maintenance and support agreement. Extended maintenance and support agreements are available for the system after the original one-year warranty expires. These agreements supply the end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades sold by PIPS Technology, Inc.

<b>Fixed Unit Per Spike + Unit Spike HD Extended Maintenance &amp; Support (Year 1 included in purchase)</b>	<b>Unit Cost</b>
<b>Each Additional Year – Annual Spike+ Camera System Warranty Renewal</b>	<b>\$997.48</b>

Please let me know if you have any questions or require any additional information.

Michael Scarpone

Technology Sales

Major Police Supply

Phone: 973-294-8455

Email: [mscarpone@majorpolicesupply.com](mailto:mscarpone@majorpolicesupply.com)



**General Sales Administration  
t/a Major Police Supply**

**47 N. Dell Avenue**

**Kenvil, NJ 07847**

**Phone (800) 666-4472 Fax (973) 584-5022**

August 13, 2013

John E. Tkaczyk  
Sergeant, IT Unit Commander  
Jersey City Police Department  
73-85 Bishop Street  
Jersey City, NJ 07304

**REF: PROPOSAL FOR THREE FIXED SPIKELET PLUS 392 ALPR CAMERA  
SYSTEMS**

Major Police Supply is pleased to provide you with this proposal for six fixed Spikelet Plus 392 ALPR camera systems. This proposal does not include installation and is for hardware only.

The ALPR systems can be purchased off of the NJ State Contract #80311, General Sales Administration Inc., t/a Major Police Supply. Pricing for the NJ State Contract was adopted from the Federal GSA Contract, award number **GS-35F-0574X, Schedule 70**. Within the GSA contract, product is listed under the following Special Item Numbers (SINs).

- a. SIN 132-8 – Purchase of New Equipment
- b. SIN 132-12 – Maintenance of Equipment, Repair Services and /or Repair/Spare Parts
- c. SIN 132-33 – Perpetual Software License

Key points about PIPS (Federal Signal) in the ALPR market:

- For more than 20 years PIPS focus is specializing in Automatic License Plate Recognition technologies and is considered by many as the industry pioneer in this market.
- As an Original Equipment Manufacturer, PIPS, manufactures, and develops their own hardware and software – and control the quality and support of their products from start to finish.
- PIPS offers an ALPR "back-end" analysis software package (BOSS) that provides data-mining of "historic" license plate information obtained and stored from all deployed mobile (and fixed) systems within your department.
- PIPS has two patents:

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.829

Agenda No. 10.X

Approved: DEC 18 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR THE INSTALLATION OF A SECURE WIRELESS CONNECTIVITY NETWORK ON THE JERSEY CITY WATERFRONT BETWEEN 6<sup>TH</sup> AND 14<sup>TH</sup> STREETS FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND URBAN AREA SECURITY INITIATIVE (UASI) FY-12 GRANT**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the installation of a secure wireless network along the Jersey City Waterfront between 6<sup>th</sup> and 14<sup>th</sup> Street will enable secure connectivity to the Jersey City Public Safety by the Emergency Command Vehicle, River Operations Vessel and CBRNE Vessel. As well as interoperability with the Emergency Operations Center (EOC); and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, MILLENNIUM Communications Group, is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70 Contract GS-35F0220R; and

**WHEREAS**, MILLENNIUM Communications Group, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 submitted a quote int the total amount of Thirty Thousand Four Hundred Thirty Dollars (\$30,430.00) for the installation of a secure wireless network along the Jersey City Waterfront between 6<sup>th</sup> and 14<sup>th</sup> Street will enable secure connectivity to the Jersey City Public Safety by the Emergency Command Vehicle, River Operations Vessel and CBRNE Vessel for the Office of Emergency Management& Homeland Security; and

**WHEREAS**, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

**WHEREAS**, the sum of \$30,430.00 is available in Account No. 02-213-40-272-314 which represents the UASI Federal & State Grant Calendar Year 2012;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 54:34-10.6 (c), a contract is awarded to MILLENNIUM Communications Group, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F0220R, in the amount of \$30,430.00 the installation of a secure wireless network along the Jersey City Waterfront between 6<sup>th</sup> and 14<sup>th</sup> Street will enable secure connectivity to the Jersey City Public Safety by the Emergency Command Vehicle, River Operations Vessel and CBRNE Vessel for the Office of Emergency Management & Homeland Security.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement.

(Continue to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR THE INSTALLATION OF A SECURE WIRELESS CONNECTIVITY NETWORK ON THE JERSEY CITY WATERFRONT BETWEEN 6<sup>TH</sup> AND 14<sup>TH</sup> STREETS FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND URBAN AREA SECURITY INITIATIVE (UASI) FY-12 GRANT**

3. The award of this contact shall be subject to the condition that MILLENNIUM Communications Group provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-3 et seq.
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer Donna Mauer, as Chief financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**Office of Emergency Management & Homeland Security**

Account No.  
02-213-40-272-314

Purchase Order  
111960

Amount  
\$30,430.00

Peter Folgado  
Peter Folgado, Director  
Purchasing, OPA, RPPO

Donna Mauer  
Donna Mauer, Chief Financial Officer

PF/pv  
12/6/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF A SECURE WIRELESS CONNECTIVITY NETWORK ON THE JERSEY CITY WATERFRONT BETWEEN 6<sup>TH</sup> AND 14<sup>TH</sup> STREETS PROVIDING WIRELESS CONNECTIVITY BETWEEN THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY MOBILE COMMAND VEHICLE, RIVER OPERATIONS VESSEL AND THE CBRNE VESSEL UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) FFY-12 GRANT

**2. Name and title of person initiating ordinance/resolution, etc.:**

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

This funding will facilitate the installation of a secure wireless network along the Jersey City Waterfront between 6<sup>th</sup> & 14<sup>th</sup> Street enabling secure connectivity to the Jersey City Public Safety by the Emergency Command Vehicle, River Operations Vessel and CBRNE Vessel. As well as interoperability with the Emergency Operations Center.

**4. Reasons (need) for the proposed program, project, etc.:**

To enhance intelligence, information sharing and surveillance capabilities.

**5. Anticipated benefits to the community:**

Enhanced intelligence and information sharing capabilities

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

This grant is thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY-12 award program. No in-kind contributions are required on the part of Jersey City

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF A SECURE WIRELESS CONNECTIVITY NETWORK ON THE JERSEY CITY WATERFRONT BETWEEN 6<sup>TH</sup> AND 14<sup>TH</sup> STREETS PROVIDING WIRELESS CONNECTIVITY BETWEEN THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY MOBILE COMMAND VEHICLE, RIVER OPERATIONS VESSEL AND THE CBRNE VESSEL UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) FFY-12 GRANT**

**7. Date the proposed program, or project will commence:**

Upon approval of the Jersey City Municipal Council

**8. Anticipated completion date:**

Procurement of proposed equipment will commence upon approval of the Jersey City Municipal Council. Delivery of equipment will commence shortly thereafter.

**9. Person responsible for coordinating proposed program, project, etc.:**

W. Greg Kierce, Director Office of Emergency Management & Homeland Security

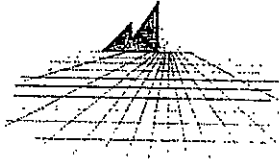
**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
Signature of Department Director

12/5/13  
Date



Federal GSA Schedule #70  
Contract #GS-35F-0220R

NJ State Contract/WSCA #73970

October 23, 2013

Director Walter G. Kierce  
JC OEM/ Homeland Security  
715 Summit Avenue  
Jersey City, NJ 07306

RE: Wireless Connectivity for Command Vehicle along Washington Blvd.

Dear Director Kierce:

Thank you for allowing Millennium Communications the opportunity to address your requirements. We propose to provide all labor and material required to complete the following:

**COMMAND VEHICLE:**

Furnish and Install Firetide Node 7220 Single Radio (150 Mbps)  
Furnish and Install Node mounting bracket  
Furnish and Install 2 – Omni Directional antennas  
Furnish and Install all (power and network) Cabling in Vehicle  
Supply Licenses  
Integrate into Public Safety Network on computers in Vehicle  
Training

**Command Vehicle Cost:** **\$9,710.00**

**CAMERA LOCATION 14<sup>TH</sup> STREET:**

Furnish and Install Firetide Node 7220 Single Radio (150 Mbps)  
Furnish and Install Node mounting bracket  
Furnish and Install 2 – Omni Directional antennas  
Furnish and Install all (power and network) Cabling in on existing camera location  
Supply Licenses  
Integrate into Public Safety Network  
Supply Traffic Control

**14<sup>th</sup> Street Location Cost:** **\$10,360.00**

**CAMERA LOCATION 6<sup>TH</sup> STREET:**

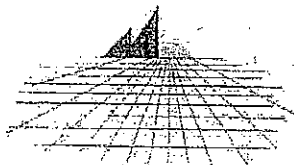
Furnish and Install Firetide Node 7220 Single Radio (150 Mbps)  
Furnish and Install Node mounting bracket  
Furnish and Install 2 – Omni Directional antennas

11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Phone: 800.677.1919 Fax: 973.503.0111

[www.millenniuminc.com](http://www.millenniuminc.com)

Millennium Communications Group Is An Affirmative Action, Equal Opportunity Employer



Furnish and Install all (power and network) Cabling in on existing camera location  
Supply Licenses  
Integrate into Public Safety Network  
Supply Traffic Control

6<sup>th</sup> Street Location Cost: \$10,360.00

TOTAL PROJECT COST: \$30,430.00

We look forward to working with you. If you have any questions or require further information, please do not hesitate to contact us.

*Sincerely,*

*Keith Burkhard*

*Manager Security*

#### **Standard Terms & Conditions**

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All conduits, ducts, ceiling space, and pathways to be free and clear. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 90 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.


Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event:

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of:

1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

#### Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

  
Signature

W Krenke  
Print Name

Dir. COMHS  
Title

10/28/13  
Date

Please fax to (973) 503- 0111.



**APPROVED**

11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Phone: 800.677.1919 Fax: 973.503.0111

[www.millenniuminc.com](http://www.millenniuminc.com)

Millennium Communications Group is An Affirmative Action, Equal Opportunity Employer





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** December 04, 2013

**For Office Use Only:**

20131204160701646



**GSA  
Federal  
Acquisition  
Service**

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[eBuy - quotes](#)
[GSA Advantage - online shopping](#)
[Help](#)

 Search:  [all the words](#) [Go](#)

## Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0220R	Socio-Economic :	Small business
Contractor:	MILLENNIUM COMMUNICATIONS GROUP INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	11 MELANIE LN EAST HANOVER, NJ 07936-1100	Govt. Point of Contact:	SHAROLYN MACK
Phone:	800-677-1919	Phone:	703-605-2751
E-Mail:	kmclaughlin@millenniuminc.com	E-Mail:	sharolyn.mack@gsa.gov
Web Address:	http://www.millenniuminc.com	Contract Clauses/Exceptions:	View the specifics for this contract
DUNS:	932528250		
NAICS:	541519		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0220R		Dec 20, 2014	132 12		
					132 51		
					132 8		

**GSA Project Estimate:** JCEM Command Vehicle Wireless Automatic 1 year warranty on equipment & workmanship

Job# TBD

Estimate Number GSA GS-35F-0220R

GSA Contract # GS-35F0220R

☐ Individual Order

Blanket Order

Date: 11/19/13

[illegible]

CITY OF JERSEY CITY

RESOLUTION:

VENDOR: Millennium Communications Group, Inc.

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/DEO Reviewed
A. Non-Collusion Affidavit properly notarized	PE	
B. Public Disclosure Statement	PE	
C. Mandatory Affirmative Action Language	PE	
D. Americans with Disabilities Act	PE	
E. Affirmative Action Compliance Notice	PE	
F. MWBE Questionnaire (2 copies)	PE	
G. Form AA302 - Employee Information Report	PE	
H. Business Registration Certificate	PE	Verified on file ✓
I. Original signature(s) on all required forms.	PE	

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am the President  
of the firm of Millennium Communications Group, Inc.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent)

Robert Ritchie  
Robert Ritchie, President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

April 4<sup>th</sup> OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 2017

CARLENE WILLIAMS  
NOTARY PUBLIC - STATE OF NEW JERSEY  
COMMISSION NO. 2201240  
QUALIFIED IN MIDDLESEX COUNTY  
MY COMMISSION EXPIRES MAY 29, 2017

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).

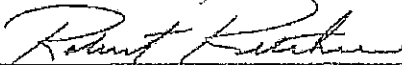
**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Robert Ritchie	20 Gilbert Place, West Orange, NJ, 07052	20%
Ronald Cassel	104 Elmwood Road, Verona, NJ 07044	20%
Ken McLaughlin	15 Woodland Ave, Mountain Lakes, NJ 07046	20%
J. Fletcher Creamer, Jr.	682 Laurel Lane, Wyckoff, NJ 07481	13.34%
Glenn Creamer	175 Chestnut Ridge Rd, Saddle River, NJ 07458	13.33%
Dale Creamer	426 Airmont Avenue, Ramsey, NJ 07446	13.33%

SIGNATURE :



Robert Ritchie

TITLE:

President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

April 4th OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES 2017

CARLENE WILLIAMS  
NOTARY PUBLIC - STATE OF NEW JERSEY  
COMMISSION NO. 2201240  
QUALIFIED IN MIDDLESEX COUNTY  
MY COMMISSION EXPIRES MAY 20, 2017

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence;

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

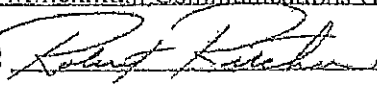
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Millennium Communications Group, Inc.

SIGNATURE:  DATE: April 1, 2013

PRINT

NAME: Robert Ritchie TITLE: President

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,



affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27


**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313 Date: April 1, 2013

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Ritchie, President

Representative's Signature: [Signature]

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: April 1, 2013

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Millennium Communications Group, Inc.

Address: 11 Melanic Lane, Unit 13, East Hanover, NJ 07936

Telephone No. : (973) 503-1313

Contact Name: Robert Ritchie, President

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Millennium Communications Group, Inc.  
Address : 11 Melanie Lane, Unit 13, East Hanover, NJ 07936  
Telephone No. : (973) 503-1313  
Contact Name : Robert Ritchie, President

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Millennium Communications Group, Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____  <input type="checkbox"/> Other (see instructions) > _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>11 Melanie Lane, Unit 13</b>	Requester's name and address (optional) <b>City of Jersey City</b>
City, state, and ZIP code <b>East Hanover, NJ 07936</b>	<b>280 Grove Street</b> <b>Jersey City, NJ 07302</b>
List account number(s) here (optional)	

### **Part I** Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

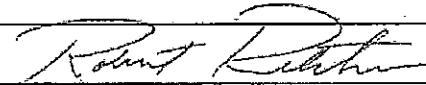
Employer identification number								
2	2	-	3	3	7	9	1	3

### **Part II** Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person > 

Date > **4/4/13**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

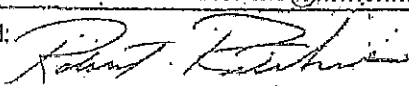
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**VENDOR INFORMATION  
(ATTACH COPY OF W9 FORM)**

VENDOR NAME/ADDRESS: Millennium Communications Group, Inc., 11 Melanie Lane, Unit 13 FEIN/SS# East Hanover, NJ 07936	
MAKE PO/VOUCHERS PAYABLE TO: Millennium Communications Group, Inc.	
CITY: East Hanover	STATE: New Jersey ZIP: 07936
TEL #: (973) 503-1313	FAX #: 503-0111 EMAIL: britchie@millenniuminc.com
MAKE CHECK/S PAYABLE TO: Millennium Communications Group, Inc.	
CITY: East Hanover	STATE: New Jersey ZIP: 07936
TEL #: (973) 503-1313	FAX #: 503-0111 EMAIL: britchie@millenniuminc.com
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Telecommunications, IT Services, Security and Access Control Services	CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REQUIRED FORM 1099? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
TYPE/CATEGORY:	
NON-PROFIT? <input type="checkbox"/> YES (Include Non-Profit Certification) <input checked="" type="checkbox"/> NO	
VENDOR'S CONTACT/AUTHORIZED PERSON: Robert Ritchie, President EMAIL: britchie@millenniuminc.com	
SIGNATURE OF CONTACT/AUTHORIZED PERSON: 	
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER Jeana F. Abuan, AA Officer, Public Agency Compliance Officer	
SIGNATURE OF EMPLOYEE:	
PURCHASING DIVISION USE ONLY	
AUTHORIZED TO ISSUE VENDOR #	
NAME/TITLE/DATE	
ASSIGNED VENDOR #	

**(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

Vendor Name:	Millennium Communications Group, Inc.		
Address:	11 Melanie Lane, Unit 13		
City:	East Hanover	State:	New Jersey
		Zip:	07936

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20,26 and as represented by the Instructions accompanying this form.

*Robert K. Kahan*

Robert Ritchie

Printed Name

President

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

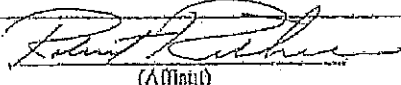
Check the box that represents the type of business organization:

- ☒ Partnership      ☐ Corporation      ☐ Sole Proprietorship  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership  
☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

### Stockholders:

Name: Robert Ritchie	Name: Ronald Cassel
Home Address: 20 Gilbert Place West Orange, NJ 07052	Home Address: 104 Elmwood Road Verona, NJ 07044
Name: Ken McLaughlin	Name: J. Fletcher Creamer, Jr.
Home Address: 15 Woodland Avenue Mountain Lakes, NJ 07046	Home Address: 682 Laurel Lane Wyckoff, NJ 07481
Name: Glenn Creamer	Name: Dale Creamer
Home Address: 175 Chestnut Ridge Road Saddle River, NJ 07458	Home Address: 426 Airmont Avenue Ramsey, NJ 07446

Subscribed and sworn before me this <u>4th</u> day of <u>April</u> , 2013	 (Affiant)
(Notary Public)	Robert Ritchie, President (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

CARLENE WILLIAMS  
NOTARY PUBLIC - STATE OF NEW JERSEY  
COMMISSION NO. 2201240  
QUALIFIED IN MIDDLESEX COUNTY  
MY COMMISSION EXPIRES MAY 29, 2017



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

MILLENNIUM COMMUNICATIONS GROUP INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0083855

ADDRESS:

11 MELANIE LANE UNIT 13  
EAST HANOVER NJ 07936

ISSUANCE DATE:

05/15/03

EFFECTIVE DATE:

03/29/95

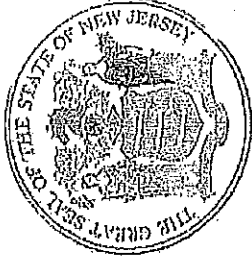
FORM-BRC(08-01)

*John S. Tuohy*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number  
61736

Registration Date: 04/19/2012  
Expiration Date: 04/18/2014



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

#### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Millennium Communications Group, Inc.

Responsible Representative(s):

Robert Ritchie, President  
Kenneth McLaughlin, Vice-President  
Ronald Cassei, CEO  
Glenn Creamer, Member  
J. Fletcher Creamer Jr., Member  
Dale Creamer, Director

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

Responsible Representative(s):

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

Certification

20797

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2012

to

15-MAR-2015

MILLENNIUM COMMUNICATIONS GROUP INC.  
11 MELANIE LANE, UNIT 13  
EAST HANOVER NJ 07936



A handwritten signature in ink, appearing to read "Andrew P. Sidamon-Eijssell".

Andrew P. Sidamon-Eijssell  
State Treasurer

From: CClass@treas.state.nj.us  
 Sent: Wednesday, April 18, 2012 8:49 AM  
 To: Gary Hartwig  
 Subject: Notice of Classification

MILLENNIUM COMM GROUP INC  
 11 MELANIE LN - UNIT 13  
 EAST HANOVER, NJ 07936

*State of New Jersey*

DEPARTMENT OF THE TREASURY  
 DIVISION OF PROPERTY MANAGEMENT AND  
 CONSTRUCTION  
 33 WEST STATE STREET - P.O. BOX 042  
 TRENTON, NEW JERSEY 08625-0042

**NOTICE OF CLASSIFICATION**

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$15,000,000	C052 -AUDIO-VISUAL SYSTEMS	04/13/2012	04/12/2014
	C048 -COMMUNICATION SYSTEMS	04/13/2012	
	C122 -FIBER INSTALLATION / SPLICING ONLY license #: 281	04/13/2012	
	C120 -INSIDE PLANT CABLE license #: 281	04/13/2012	
	C121 -OUTSIDE PLANT CABLE license #: 281	04/13/2012	
	C050 -SECURITY/INTRUSION ALARMS	04/13/2012	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <http://www.state.nj.us/treasury/dpmc>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.830

Agenda No. 10.Y

Approved: DEC 18 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR THE INSTALLATION OF GENETEC NVR SYSTEM UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND URBAN AREA SECURITY INITIATIVE (UASI) FY-12 GRANT**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the upgrade of the current video surveillance platform to the Genetec NVR System will provide enhanced video capabilities and interoperability with the Emergency the Emergency Operations Center (EOC); and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, MILLENNIUM Communications Group, is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70 Contract GS-35F0220R; and

**WHEREAS**, MILLENNIUM Communications Group, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 submitted a quote int the total amount of Thirty Two Thousand, Three Hundred Ninety Six Dollars (\$32,396.00) for Genetec NVR Surveillance System; and

**WHEREAS**, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

**WHEREAS**, the sum of \$32,396.00 is available in Account No. 02-213-40-272-314 which represents the UASI Federal & State Grant Calendar Year 2012;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 54:34-10.6 (c), a contract is awarded to MILLENNIUM Communications Group, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F0220R, in the amount of \$32,396.00 for Genetec NVR Surveillance System for the Office of Emergency Management & Homeland Security.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement.

(Continue to page 2)

City Clerk File No. Res. 13.830Agenda No. 10.Y

DEC 18 2013

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR THE INSTALLATION OF GENETEC NVR SYSTEM UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND URBAN AREA SECURITY INITIATIVE (UASI) FY-12 GRANT**

3. The award of this contact shall be subject to the condition that MILLENNIUM Communications Group provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-3 et seq.
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer Donna Mauer, as Chief financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**Office of Emergency Management & Homeland Security**

Account No.  
02-213-40-272-314

Purchase Order  
111959

Amount  
\$32,396.00

Peter Folgado, Director  
Purchasing, QPA, RPPO

Donna Mauer  
Donna Mauer, Chief Financial Officer

PF/pv  
12/6/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF A GENETEC NVR SYSTEM TO ENHANCE VIDEO CAPABILITIES OF THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY EMERGENCY COMMAND VEHICLE UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) FFY-12 GRANT**

**2. Name and title of person initiating ordinance/resolution, etc.:**

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

This funding will facilitate the upgrade of the current video surveillance platform to the Genetec NVR System providing enhanced video capabilities and interoperability with the Emergency Operations Center.

**4. Reasons (need) for the proposed program, project, etc.:**

To enhance intelligence, information sharing and surveillance capabilities.

**5. Anticipated benefits to the community:**

Enhanced intelligence and information sharing capabilities

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

This grant is thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY-12 award program. No in-kind contributions are required on the part of Jersey City

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF A GENETEC NVR SYSTEM TO ENHANCE VIDEO CAPABILITIES OF THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY EMERGENCY COMMAND VEHICLE UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) FFY-12 GRANT**

**7. Date the proposed program, or project will commence:**

Upon approval of the Jersey City Municipal Council

**8. Anticipated completion date:**

Procurement of proposed equipment will commence upon approval of the Jersey City Municipal Council. Delivery of equipment will commence shortly thereafter.

**9. Person responsible for coordinating proposed program, project, etc.:**

W. Greg Kierce, Director Office of Emergency Management & Homeland Security

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
Signature of Department Director

12/5/13  
Date





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

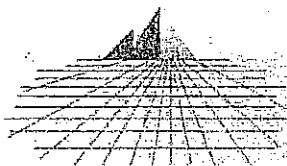
**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** December 04, 2013

**For Office Use Only:**

20131204124033548



**Federal GSA Schedule #70  
Contract #GS-35F-0220R**

**NJ State Contract/WSCA #73970**

December 2, 2013

Director Walter G. Kierce  
JC OEM/ Homeland Security  
715 Summit Avenue  
Jersey City, NJ 07306

RE: Genetec NVR System & 2 PTZ's - Network Rewiring

Dear Director Kierce:

Thank you for allowing Millennium Communications the opportunity to address your requirements. We propose to provide all labor and material required to complete the following:

**COMMAND VEHICLE:**

Furnish & Install New Genetec NVR system in Command Vehicle  
Federate Genetec system into existing JC OEM network  
Furnish and Install 2 new IP based PTZ cameras  
Furnish & Install new custom Mast bracket  
Furnish and Install new Network switch  
Furnish and Install new lines to laptops and monitors  
Furnish & Install new lines from PTZ cameras down Mast and into equipment bay  
Reinstall all equipment on Mast that is required (IR light fixture; entry junction box)  
Network Integration  
Training

**Command Vehicle Cost: \$32,396.00**

We look forward to working with you. If you have any questions or require further information, please do not hesitate to contact us.

*Sincerely,*  
*Keith Burkhard*  
*Manager Security*



**APPROVED**  
*[Signature]*  
FY 11-12

11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Phone: 800.677.1919 Fax: 973.503.0111

[www.millenniuminc.com](http://www.millenniuminc.com)

Millennium Communications Group Is An Affirmative Action, Equal Opportunity Employer.



### Standard Terms & Conditions

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All conduits, ducts, ceiling space, and pathways to be free and clear. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 90 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.


Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of

1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorney's fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

#### Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

	W. Kierke	Director OPMHS	12/3/13
Signature	Print Name	Title	Date

Please fax to (973) 503- 0111.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.831  
Agenda No. 10.Z  
Approved: DEC 18 2013  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AVAYA COMMUNICATIONS FOR THE PURCHASE AND INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT AND SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE B.C.I. UNIT)**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Purchasing Agent within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for the **Purchase and Installation of Avaya IP Telecommunications Equipment and Services for the Department of Public Safety, Division of Police/B.C.I. Unit**; and

**WHEREAS**, as per N.J.S.A. 40A:11-6.1(a) quotes were solicited and obtained (2) two proposals, with the lowest responsible being that from Avaya Communications, 14400 Hertz Quail Springs Parkway, Oklahoma City, OK 73134 in the total amount of **Thirty Three Thousand Eight Hundred Seventy Three and Ninety Three Cents (\$33,873.93)**; and

**WHEREAS**, the Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of Public Safety (Police) has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$33,873.93 are available in the **Police Operating Fund Account No. 01-201-25-240-310**.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of **\$33,873.93** for telecommunications equipment and services is awarded to Avaya Communications and the Purchasing Agent is directed to have such contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

City Clerk File No. Res. 13.831Agenda No. 10.Z **DEC 18 2013**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AVAYA COMMUNICATIONS FOR THE PURCHASE AND INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT AND SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE B.C.I. UNIT)**

3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

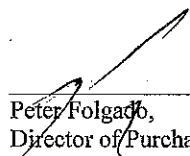


I, Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$33,873.93 are available in the **Police Operating Fund**.


**Account Number**  
01-201-25-240-310

**PO Number**  
111979

**Amount**  
\$33,873.93



Peter Folgado,  
Director of Purchasing, QPA, RPPO



Donna Mauer,  
Chief Financial Officer

PF/pv  
12/5/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_

Corporation Counsel

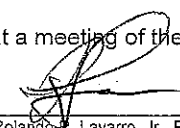
Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		


✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando Lavarro, Jr., President of Council



Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AVAYA COMMUNICATIONS FOR THE PURCHASE AND INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT AND SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE B.C.I.UNIT)

**2. Name and Title of Person Initiating Ordinance/Resolution :**

JAMES SHEA, DIRECTOR, DEPARTMENT OF PUBLIC SAFETY (POLICE)

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

PURCHASE AND INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT.

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

TELECOMMUNICATIONS EQUIPMENT UTILIZED BY POLICE DEPARTMENT.

**5. Anticipated Benefits to the Community:**

TELEPHONE EQUIPMENT AND SUPPORT FOR THE ENHANCEMENT OF PUBLIC SAFETY.

**6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.)**

THIRTY THREE THOUSAND EIGHT HUNDRED SEVENTY THREE DOLLARS AND NINETY THREE CENTS . (\$33,873.93)

**7. Date Proposed Program or Project will Commence:**

Upon Council approval

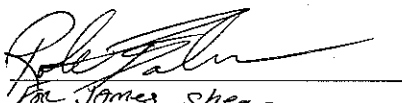
**8. Anticipated Completion Date:**

March, 2014

**9. Person Responsible for Coordinating Proposed Program/Project:**

SGT. JOHN TKACZYK, SUPPORT SERVICES

I certify that all the facts presented herein are accurate to the best of my knowledge.

  
\_\_\_\_\_  
For James Shea  
Signature of Department Director

12/6/13  
\_\_\_\_\_  
Date

## DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to AVAYA Communications.
3. The term of the contract is for purchase and installation of telecommunications equipment.
4. The amount of the contract is \$33,873.93 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.4.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/6/13

  
James Shea, Police Director

# JERSEY CITY POLICE DEPARTMENT

## DEPARTMENT REQUISITION

**Date:** March 19, 2013

**The following supplies are required for use by the COMPUTER UNIT at the following locations:**

**Computer Unit – JCPSCC, 73-85 Bishop Street**

Item No.	Quantity:	Article:	Remarks/Price:
1	1	IP500 V2 Control Unit w/Lead	\$499.00 Ea.
2	1	IP 500 V2 SD Card MU- LAW	\$55.00 Ea.
3	2	IPO500 VCM-32	\$650.00 Ea.
4	1	IPO500 Trunk PRI Dual	\$1199.00 Ea.
5	1	IP LIC IP 500 T1 Channels ADD 32	\$2,299.00 Ea.
6	1	IPO500 Analog Trunk 4 Module	\$250.00 Ea.
7	1	5 IP Endpoint License	\$350.00 Ea.
8	1	IPO500 20 End Point License RFA	\$1,199.00 Ea.
9	1	IPO Essential Edition License	\$399.00 Ea.
10	1	IPO 8.0 VM PRO Release 8, Preferred Edition with essential perquisite	\$1,200.00 Ea.
11	1	PowerEdge R210 II	\$2,399.00 Ea.
12	48	9620L	\$199.00 Ea.
13	1	48 Port10/100 POE switch	\$1,499.00 Ea.
14	1	IPO 500 Rack Mount kit	\$55.00 Ea.
15	3	IP Office Networking License	\$650.00 Ea.
16	1	IP Office 500 Phone Card 8	\$575.00 Ea.
17	1	Installation of New System	\$9,199.00 Ea.
18	1	IP500 VM Pro 4 Port Upgrade	\$1,999.00 Ea.
		Vendor	
		Viper Communications	
		21-K Gates Road	
		Little Ferry, NJ 07643	
		Phone: 800-494-1240	

**Comments:** Replacement Phone System For BCI

**Requested By:**

**Approved By:**

**Chief of Police:**

**Director of Police:**



PO NO	111979	AVAYA COMMUNICATIONS				VIPER COMMUNICATIONS			
REQ. NO.	162091	MARIANNE MARVOSA							
DIV/DEPT	POLICE BCI UNIT	908-359-1782				800-494-1240			
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	AVAYA IP PHONES	1	EA	\$ 33,873.93	\$ 33,873.93	\$ 36,077.00	\$ 36,077.00	\$ -	\$ -
2	IMPLEMENTATION/CONFIG			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL			\$ 33,873.93		\$ 36,077.00		\$ -
		SHIPPING/HANDLING			\$ -		\$ -		\$ -
		TOTAL			\$ 33,873.93		\$ 36,077.00		\$ -

NOTES:

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NJS contract T1316/Avaya contract #80802

Project Name: Avaya IP Office Solution

Customer Name: City of Jersey City

Customer Address: -Jersey City, NJ

Date: 10/18/2013

Created by: dwmoore/mmarvosa

Quote Id: 156328 / 1

Scope of work:

Implementation of rack mounted Avaya IP Office with following configuration:

- 48 model 9621 IP sets
- Trunks: 2 PRI
- Voice Mail: 8 Port Voice Mail Pro (server included)
- 3 Power over Ethernet switches for IP phones
- Assumes customer will provide Rack
- Miscellaneous Installation components
- One Year Service Contract: IPOSS 7X24 NBD

Labor: Installation of IP Office; IP phones, data switches, training and 1<sup>st</sup> day of cutover support by onsite technician.

**Quote 2: Budgetary Solution with Voice Mail Pro Server included:**  
**\$33,873.93**

**Optional (but recommended) VoIP Assessment: \$1,000.00**  
**(verifies Quality of Service on customer's network)**

## Equipment List:

Sold Qty	Product No	Description	Unit List Price	Discount Pct	Unit Sale Price	Ext Sale Price
	AY-700429202	AVAYA IP Office - Sml Ofc 406v2 V2 DS16 & DS30				51,210.49
	<b>BASE SYSTEM</b>					<b>435.68</b>
1	AY-700429202	IP500 Rack Mounting Kit	60.00	44.00%	33.600000	33.60
1	AY-700476005	IP500 V2 Control Unit -	650.00	44.00%	364.000000	364.00
1	AY-700479710	IP500 V2 System SD Card MU-LAW	50.00	44.00%	28.000000	28.00
1	AY-700289770	IP400 Power Lead Sm Off406v2 Sml Ofc 406v2 V2 DS16 & DS30	18.00	44.00%	10.080000	10.08
	<b>VOICEMESSAGING</b>					<b>2,671.20</b>
1	AY-174460	IP400 RFA 4 add'l -4- VM Port adds 4 VM Pro ports - RFA	2,875.00	44.00%	1610.000000	1,610.00
1	AY-269480	IPO LIC PREFRD R8+ VM PRO RFA LIC:DS LICENSE ONLY - RFA	1,895.00	44.00%	1061.200000	1,061.20
	<b>PORTS</b>					<b>3,404.80</b>
1	AY-700417231	IP500 Extension Card Phone 8	990.00	44.00%	554.400000	554.40
1	AY-700503164	IPO IP500 TRNK ANLG 4U V2 PRODUCT	400.00	44.00%	224.000000	224.00
2	AY-700504031	IPO MC VCM 32 V2 PRODUCT	175.00	44.00%	98.000000	196.00
1	AY-700417462	IPO IP500 TRNK PRI UNVRSL DUAL	1,590.00	44.00%	890.400000	890.40
1	AY-215182	IPO LIC IP500 T1 ADD 32CH - RFA	2,750.00	44.00%	1540.000000	1,540.00
	<b>DESKTOP</b>					<b>17,203.20</b>
48	AY-700480601	IP PHONE 9621G PRODUCT	640.00	44.00%	358.400000	17,203.20
	<b>LICENSES</b>					<b>1,170.40</b>
1	AY-229445	IPO LIC R6 AV IP Endpoint 5 - RFA	350.00	44.00%	196.000000	196.00
1	AY-229447	IPO LIC R6 AV IP Endpoint 20 - RFA	1,245.00	44.00%	697.200000	697.20
1	AY-267786	IPO R8+ ESSNTL EDITION+ LIC LICENSE ONLY-RFA	495.00	44.00%	277.200000	277.20
	<b>SERVERS</b>					<b>2,210.00</b>
1	DELL-R210	Dell-Server Rack Mount Model Server 2008 PowerEdge R210	2,600.00	15.00%	2210.000000	2,210.00
	<b>DATASWITCHES</b>					<b>1,891.97</b>
3	103408	SWITCH POE L2 MANAGED 10BASE-T/100BASE-TX	741.95	15.00%	630.657500	1,891.97
	<b>IMPLEMENTATION</b>					<b>4,040.00</b>
1	Labor	System Install and Training				4,040.00
	<b>WARRANTY/SERVICE</b>					<b>248.16</b>
1	Warranty - AY-271614	IPO C/D RTS 24X7 APR NBD - 500 V2 IYPP MTC CONTRACT	310.20	20.00%	248.160000	248.16
	<b>MDF</b>					<b>598.52</b>
1	Eng Pkg IP Office					598.52
1	651194	WALLMOUNT BRACKET PATCH				58.86

		PANEL 19" X 3.5" X 4" 2U HINGED LIP				
1	621002	CONN KIT BCM 200/400				44.86
2	461522	PATCH CORD 568B CAT5E 14FT BLUE				20.32
1	481069	POWER STRIP 6-OUTLET				14.93
100	621019	TYRAP 4 inch Natural Color				8.50
2	521012	CABLE ASSY 25CX25				120.89
1000	502001	WIRE 1PR 24AWG X-CONNECT BLUE/WHITE				42.50
1	692002	FLASH MEM 8GB CLASS 4 MICROSDHC				9.80
1	651132	PATCH PANEL 48PORT MODULAR PS-568B				226.06
100	621022	TYRAP 14 inch				23.80
1	462026	BLOCK WIRING 50PR CAT5E W/ 5PR CONNECTING BLOCKS (10)				28.01
<b>TOTAL:</b>						<b>33,873.93</b>

The quotation provided herein by Black Box Network Services represents only a cursory view of this project and is strictly for budgetary purposes only and may be used as such for 60 days from the date of this quote. The final components, configuration, costs, performance and warranties for the actual completion of this project as represented in this budgetary quotation are subject to change at anytime without prior notice. Furthermore, this budgetary quotation may not be comprehensive in nature, and may require additional charges, including but not limited to, engineering, design, hardware, software, licenses, permits, taxes, intellectual property, industrial property, testing, freight, patent rights or certification. Regardless of its content, this budgetary quote and all its contents are not intended to constitute a contract, binding agreement, or an amendment to any existing contract or agreement. This budgetary quotation and all of its contents contain Black Box Network Services information that is privileged, confidential, proprietary in nature, or subject to trademark and use or disclosure of this information without the prior written consent of Black Box Network Services is strictly prohibited.



# **JERSEY CITY POLICE DEPARTMENT**

## **Police Information Technology Services Unit**

73-85 Bishop Street, Jersey City, NJ 07304  
201-547-5226

TO: John Mercer, Assistant Business Administrator

FROM: Sgt. John Tkaczyk

DATE: April 9<sup>th</sup>, 2013

SUBJECT: Replacement Telephone System, 365 Summit Avenue

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Sir,

Please find attached a requisition and quote for a replacement telephone system for the Police units located at 365 Summit Avenue (BCI, Warrants, Property Room, etc.). The system is an IP office system that will be connected to, and managed by the Department's existing Avaya telephone systems. The units at 365 Summit Avenue are currently using an old, damaged Executone telephone system that was recently repaired but which is no longer made and is far beyond end-of-life.

An alternative to installing the IP office system is to connect these units to the City's existing Cisco telephone system at that location. This solution may potentially be slightly cheaper but we will still need to purchase telephone handsets and potentially, additional licenses to attach to the Cisco switch. Regardless of which phone system they are moved to, additional cabling will still be required to support the installation of the telephones (a separate quote from has been submitted to have this work completed).

Respectfully,

Sgt. John Tkaczyk  
IT Unit Commander

5/7/13



## Why buy AVAYA from Black Box?

Black Box is a leading communications system integrator and maintains AVAYA Connect Platinum Partner status. With certified sales and technical resources throughout North America, Black Box Network Services is ready to help you get the most from your infrastructure investments, no matter what your environment or objectives.

### Why Black Box Network Services?

#### History and Stability

- Founded in 1976.
- \$1+ billion in annual revenues.
- 200 offices worldwide.
- More than 4000 Team Members.
- NASDAQ Global Select: BBOX.

#### Approach

- Our clients receive objective advice and technology recommendations based on their unique environments and objectives.
- Our relationship with AVAYA is important, but our priority is to always deliver solutions that meet our clients' needs.

#### Breadth

- Diverse portfolio — no other provider offers our breadth of solutions.
- Value-added reseller of platforms and applications from the industry's top manufacturers and through our own line of products and maintenance services.
- Services include complete voice communications and data infrastructure solutions.

#### Experience

- More than 35w years of experience designing, sourcing, implementing, and maintaining voice and data solutions.
- Currently maintain more than 4M AVAYA ports company wide.
- Support an extensive range of platforms, including legacy systems, for clients in all industries.

#### Expertise

- One of the largest AVAYA certified teams in the country.
- Black Box resources throughout North America can deliver AVAYA solutions without subcontractors for installation, support, and maintenance.

### Why AVAYA from Black Box Network Services?

#### The Black Box – AVAYA Relationship

- Platinum status — highest partner status offered.
- International AVAYA Users Group sponsor.
- 25-year relationship.

#### Support

- More than 40 AVAYA product lines supported.
- Remote clearing for +79% of calls.
- Less than 1% of calls escalated to AVAYA.
- Average of \$14M in spare parts available in North America.

#### Designations

- One of only a few companies with both AVAYA Connect Platinum Partner and Nortel Elite status, the only one of which services North America.
- Approximately 500 current technical certifications.
- More than 600 current Qualified Sales Professional certifications.

#### Maintenance Breadth

- More than 12,000 AVAYA sites maintained.
- Approximately 4M AVAYA ports maintained.

#### Customer Support

- Delivering exceptional customer service to our 175,000 clients is the foundation of our business.
- Support centers throughout the U.S. and Canada.
- Technical support available 24/7.
- 40 offices worldwide with service and rollout capabilities.

#### To Learn More

If you have questions about our relationship with AVAYA, or the Black Box portfolio, contact:

Scott D. Burr  
VP, AVAYA Relationship Manager  
Black Box Network Services  
avaya@blackbox.com

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13.832

Agenda No. \_\_\_\_\_ 10.Z.1

Approved: \_\_\_\_\_ DEC 18 2013

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO THERMO SCIENTIFIC ANALYTICAL INSTRUMENTS FOR THE PURCHASE OF FIRST DEFENDER RMX CHEMICAL IDENTIFICATION ANALYZER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE)**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, FirstDefender RMX Handheld Chemical Identification Analyzer is used as a handheld instrument to quickly identify unknown solid and liquid chemicals down range including explosives, toxic industrial chemicals, chemical weapons, narcotics, precursors, white powders providing increased safety in incident response situations that call for rapid, accurate chemical identification; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Thermo Scientific Analytical Instruments, 2 Radcliff Road, Tewksbury, MA 01876 is in possession of State Contract No. A81355, submitted a proposal for a **FirstDefender RMX Handheld Chemical Identification Analyzer**; and

**WHEREAS**, funds are available for this contract in the **Federal and State Fund**;

Account	P.O. #	State Contract	Total Contract
02-213-40-307-314	111955	A81355	\$119,600.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Thermo Scientific be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on Page 2)

City Clerk File No. Res. 13.832Agenda No. 10.Z.1TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO THERMO SCIENTIFIC ANALYTICAL INSTRUMENTS FOR THE PURCHASE OF FIRST DEFENDER RMX CHEMICAL IDENTIFICATION ANALYZER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
02-213-40-307-314	111955	A81355	\$119,600.00

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/5/13

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



### LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **FULL TITLE OF RESOLUTION AGREEMENT:** RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO THERMO SCIENTIFIC ANALYTICAL INSTRUMENTS FOR THE PURCHASE OF FIRST DEFENDER RMX CHEMICAL IDENTIFICATION ANALYZER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE)
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING RESOLUTION:**
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:** RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO THERMO SCIENTIFIC ANALYTICAL INSTRUMENTS FOR THE PURCHASE OF FIRST DEFENDER RMX CHEMICAL IDENTIFICATION ANALYZER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE)
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:** Quickly identify unknown solid and liquid chemicals down range including explosives, toxic industrial chemicals, chemical weapons, narcotics, precursors, white powders providing increased safety in incident response situations that call for rapid, accurate chemical identification.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:** Public Safety
6. **COST OF PROPOSED PROGRAM, PROJECT, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):** The cost of this contract is One Hundred Nineteen Thousand, Six Hundred Dollars (\$110,600.00) Federal State and Grant Fund.
7. **DATE PROPOSED OR PROJECT WILL COMMENCE:** Upon adoption by The Jersey City Municipal Council.
8. **ANTICIPATED COMPLETION DATE:** n/a
9. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:**
10. **ADDITIONAL COMMENTS:** Resolution proposed at the recommendation of the Director of Public Safety

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DEPARTMENT DIRECTOR

DATE

  
SIGNATURE OF PURCHASING DIRECTOR

12/9/13  
DATE

# Sales Quotation

Thermo Scientific  
Portable Analytical Instruments Inc  
2 Radcliff Rd  
Tewksbury, MA 01876 US

Quote No.	Create Date	Exp. Delivery Terms	Page
DM-00013195	8/22/2013	3 months ARO	1 of 5
Contact Info	Phone Number	Payment Terms	Valid To
Dave Massingham	508-782-0595	Net 30	9/20/2013
Inco Terms	Shipping Method		
FOB Origin	Fed Ex 2nd Day		

## Submitted to:

Chief Michael Borrelli  
Hazardous Materials/CBRNE Coordinator  
Jersey City Fire and Emergency Services  
City of Jersey City 1 Journal City  
Jersey City, NJ 07306  
UNITED STATES

Tel: 2012062905

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

## To Place an Order:

Contact: Dave Massingham  
Call: 508-782-0595  
Fax: 978-752-1265  
eMail: dave.massingham@thermofisher.com  
Additional instructions, terms & conditions on last page

Part Number	Product Name	Unit Price	Qty.	Extended Price
800-00211-01	FirstDefender RMX S1, English, Gray Boot <i>FirstDefender RMX - Handheld identification system with remote mode functionality for solids and liquids. Including 1 year Warranty, 1 year Support, On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase). Extended Libraries.</i>	USD 56,800.00	2	USD 113,600.00
820-00123-01	FirstDefender RMX On-Site Training <i>On-Site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase)</i>	USD 3,000.00	2	USD 6,000.00

Total: USD 119,600.00

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of **ThermoFisher**  
SCIENTIFIC

**Acceptance of Purchase**

Quote: DM-00013195

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

\_\_\_\_\_  
Signature of authorized company representative\_\_\_\_\_  
Date\_\_\_\_\_  
Phone#\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title\_\_\_\_\_  
Email\_\_\_\_\_  
Model #\_\_\_\_\_  
Amount + S&H\_\_\_\_\_  
PO Number

E-mail to:  
pai.sales.ops@thermofisher.com

Fax to: 1-877-680-2568

Remit To:  
Thermo Scientific Portable Analytical  
Instruments Inc  
PO Box 415918  
Boston, MA 02241-415918

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of:

**ThermoFisher**  
SCIENTIFIC

## Terms & Conditions

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit.

7. **TITLE AND RISK OF LOSS.** Title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products the "Warranty Period". Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

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external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

## **9. INDEMNIFICATION.**

**9.1 By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

**9.2 By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

**10. SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

**11. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT,

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SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.

13. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

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## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** THERMO SCIENTIFIC PORTABLE ANALYTICAL  
INSTRUMENTS INC.

**Trade Name:**

**Address:** 2 RADCLIFF RD  
TEWKSBURY, MA 01876

**Certificate Number:** 1158372

**Effective Date:** June 15, 2005

**Date of Issuance:** December 04, 2013

**For Office Use Only:**

20131204100223178

State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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<u>T0106 12-x</u> <u>-21817</u>	POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE	THERMO SCIENTIFIC PORTABLE	81355
<a href="#">TOP</a>			

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## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

CHRIS CHRISTIE  
*Governor*  
KIM GUADAGNO  
*Lt. Governor*

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*  
JIGNASA DESAI-MCCLEARY  
*Director*

### AMENDMENT #53 T-0106

### SOLICITATION # 21817

Thermo Fisher Scientific Portable Analytical Instruments Inc.  
T/A Ahura Scientific, Inc.  
Contract #A81355

### Name, Address and Brand Change

**TO:** State Agencies and Cooperative Purchasing Participants  
**DATE:** July 19, 2013  
**FROM:** Carolyn Wilson, Procurement Specialist  
**SUBJECT:** Police and Homeland Security Equipment & Supplies  
**CONTRACT PERIOD:** May 1, 2012 to April 30, 2015

Please be advised that Ahura Scientific, Inc. has changed its legal name, address and brand name for Contract #A81355:

**From:** Ahura Scientific, Inc. a/k/a Ahura Corporation  
46 Jonspin Road  
Wilmington, MA 01887-1019  
Brand: *Ahura Scientific*

**To:** Thermo Scientific Portable Analytical Instruments Inc.  
2 Radcliff Road  
Tewksbury, MA 01876  
[www.thermofisher.com](http://www.thermofisher.com)  
(978) 657-5555  
(978) 657-5921 – fax  
Brand: *Thermo PAI*

All pricing, terms and conditions of the original contract remain unchanged. Please file this Amendment with your Notice of Award.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned:

Check the box that represents the type of business entity:

☐ Partnership    ☒ Corporation    ☐ Sole Proprietorship    ☐ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Thermo Scientific Portable Analytical Instruments, Inc.

Signed: [Signature] Title: Controller

Print Name: Jonathan Graves Date: 10/2/13

Subscribed and sworn before me this 2nd day of

October, 2013  
My Commission expires:  
May 6, 2016

[Signature]  
maura fitzpatrick (Affiant)  
(Print name & title of affiant) (Corporate Seal) Secretary

10/2/13

Required Pursuant To N.J.S.A. 19:44A-20.26

☐ Check here if the information is continued on subsequent page(s)

To Whom It May Concern:

**Request for Sole Service / Sole Brand Justification**

The following information is provided to assist you in determining if the following products manufactured by Thermo Fisher Scientific – Portable Analytical Instruments qualify for sole purchase justification status as a brand specific item.

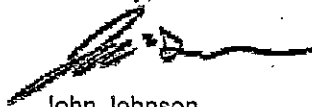
Thermo Fisher Scientific is the sole manufacturer of the FirstDefender RMX (S1, S2, S3, S4, S5) from its sole manufacturing location at 2 Radcliff Rd Tewksbury, Massachusetts USA. This device utilizes the proprietary DecisionEngine 2.0 MX analysis software also produced solely by Thermo Fisher Scientific. No other device of this kind on the market can make use of this software as it would be a violation of patents held by Thermo Fisher Scientific.

These systems are uniquely designed to be ruggedized, waterproof and self contained spectrometers, and are the only ones available on the market to meet these requirements. It is designed and certified by an independent 3<sup>rd</sup> party to meet Mil-Spec 810F ruggedness specs. IP67 Waterproof specs. It uses proprietary Chemometric routines to identify unknown chemicals that are not available on any other Raman or FTIR spectrometer. Thermo Scientific holds a number of patents on the components and chemometric routines that are used to make this system.

Thermo Fisher Scientific is the only company qualified to provide 24/7 support, provide product warranty support, provide user specific training, and conduct any kind of service on any of the devices manufactured by Thermo Fisher Scientific.

In March of 2009 the company known as Ahura Scientific, Inc. was wholly acquired by Thermo Fisher Scientific and Ahura Scientific, Inc. became Thermo Fisher Scientific Portable Analytical Instruments ( [www.ahurascientific.com](http://www.ahurascientific.com) ).

Sincerely,



John Johnson  
2 Radcliff Road.  
Tewksbury, Ma. 01876  
Direct (805) 300-1445

(Revised April 2013)

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-36 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Thermo Scientific Portable Analytical Instruments, Inc.

Representative's Signature: 

Name of Company: Thermo Fisher Scientific

Tel. No.:  978-513-<sup>3627</sup>

Date: 10/4/13

U.S. Department of Labor

Office of Federal Contract  
Compliance Programs  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210



JUN 27 2013

John A. Piccione  
Chief Counsel Employment  
Thermo Fisher Scientific Inc.  
81 Wyman Street  
Waltham, MA 02454

Dear Mr. Piccione:

Thank you for promptly returning the Functional Affirmative Action Program (FAAP) Agreement between Thermo Fisher Scientific Inc. and the Office of Federal Contract Compliance Programs, U.S. Department of Labor (OFCCP). The Director, OFCCP has approved the Agreement; it is effective as of June 18, 2013. Further, in accordance with Section II. B, this Agreement will remain in effect until June 18, 2016. A copy of the fully executed Agreement is enclosed for your records.

We look forward to a cooperative relationship between OFCCP and Thermo Fisher Scientific Inc. under this Agreement.

Sincerely,

A handwritten signature in cursive script that reads "Nakisha Pugh".

NAKISHA PUGH  
Director, Functional Affirmative Action Program Unit  
Division of Program Operations

cc: Corrin DeBettencourt  
Senior Consultant  
Gaucher Associates, Inc.

Enclosure

RECEIVED JUL 02 2013

FUNCTIONAL AFFIRMATIVE ACTION PROGRAM AGREEMENT  
BETWEEN  
THERMO FISHER SCIENTIFIC INCORPORATED  
AND  
THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
U.S. DEPARTMENT OF LABOR

This Agreement is entered into between Thermo Fisher Scientific Incorporated (Thermo Fisher) and the Office of Federal Contract Compliance Programs of the United States Department of Labor (OFCCP). Thermo Fisher is subject to Executive Order 11246, as amended, and its implementing regulations.

I. PURPOSE

Thermo Fisher and OFCCP desire a more effective and efficient means of ensuring equal employment opportunity and successful affirmative action programs. The parties agree that Thermo Fisher's affirmative action programs will be more meaningful and effective if they are organized in a manner that is consistent with the way Thermo Fisher is structured and operates its business. Therefore, in accordance with the regulations at 41 CFR 60-2.1, this Agreement will allow Thermo Fisher to develop and implement affirmative action programs that are based on functional or business units, referred to as "functional AAPs." Thermo Fisher will develop, implement, and maintain an affirmative action program for each of the functional or business units that are identified and described in the Addendum to this Agreement. The use of functional AAPs (FAAPs) will ensure that responsibility and accountability for affirmative action planning and goal accomplishment are assigned to the appropriate officials in Thermo Fisher's organization, and will result in improved efficiencies for Thermo Fisher and OFCCP.

II. TERMS OF AGREEMENT

A. LEGAL OBLIGATIONS

Nothing contained in this Agreement is intended to relieve Thermo Fisher of its obligations to comply with the terms of Executive Order 11246 and its implementing regulations, or limit OFCCP's duty to enforce the Executive Order. This Agreement affects only the organization and structure of the affirmative action programs that Thermo Fisher is required to develop and maintain, pursuant to the Executive Order implementing regulations found in 41 CFR Part 60-2.

This Agreement does not relieve Thermo Fisher of its obligations to comply with the terms of Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA). Thermo Fisher is required to develop and maintain AAPs pursuant to the regulations implementing Section 503 and VEVRAA found in 41 CFR Parts 60-250, 60-300, and 60-741.

## B. EFFECTIVE DATE, TERMINATION, AND RENEWAL

This Agreement will become effective upon signature by the OFCCP Director and will remain in effect for three (3) years after the date of such approval. During the term of this Agreement, either party may terminate this Agreement upon a 90-calendar day written notice to the other party. The notice will provide a brief explanation of the reason(s) for the termination, and the effective date of the termination. If this Agreement is terminated by OFCCP, Thermo Fisher may not reapply for a FAAP Agreement for a period of three (3) years. Upon termination of this Agreement, Thermo Fisher must ensure that all of its employees are covered by establishment-based AAPs within 120 days of notification from either OFCCP or Thermo Fisher that this Agreement has been terminated.

OFCCP may terminate this Agreement if Thermo Fisher or any of its establishments or functional or business units has been found in violation of the laws and regulations enforced by OFCCP, including violations such as employment discrimination, failure to develop and maintain an AAP, failure to maintain accurate records, failure to permit OFCCP access, or failure to make good faith efforts. This Agreement may also be terminated by OFCCP if Thermo Fisher fails to account for all of its employees in either a functional or establishment-based AAP, or fails to notify the OFCCP Director of significant changes to its organizational structure that alter the functional or business units described in the Addendum to this Agreement.

Thermo Fisher may request that this Agreement be renewed for another three-year term. The renewal request must be submitted to the OFCCP Director at least 120 calendar days prior to the expiration of this Agreement. The OFCCP FAAP Unit will work closely with Thermo Fisher to process its renewal request. In the event that the renewal is not granted prior to the expiration date of this Agreement, Thermo Fisher may continue to operate under this Agreement until its request is either approved or denied. The request for renewal of this Agreement will only be deemed accepted upon the written approval of the OFCCP Director.

During an open compliance evaluation of a Thermo Fisher functional or business unit, OFCCP will extend the term of this Agreement until the evaluation is completed.

If Thermo Fisher fails to request a renewal at least 120 days prior to the expiration of this Agreement, this Agreement will expire at the end of the three-year term.

## C. MODIFICATION AND AMENDMENTS

During the term of this Agreement, either party may propose modifications or amendments to this Agreement. A party shall provide its approval or rejection of the proposed amendment or modification in writing within 60 calendar days of receipt. If a proposed amendment or modification is rejected, the party shall state the reasons for the rejection. Thermo Fisher must continue to operate in accordance with this Agreement until its proposed modification or amendment is accepted.

In the event of a change or amendment to the laws or regulations under which this Agreement is issued, the parties agree to abide by such changes immediately upon their effective



date. If such changes materially alter the terms of this Agreement, the parties shall have 60 calendar days from the effective date of the change to revise this Agreement accordingly. If the parties are unable to agree on revisions, this Agreement will be deemed terminated.

If, during the term of this Agreement, Thermo Fisher so significantly changes its organizational structure so as to alter the functions upon which this Agreement is based (e.g., a merger, acquisition, downsizing or reorganization that would result either in the elimination of certain functional or business units that are identified and described in the Addendum to this Agreement or the addition of new functional or business units), Thermo Fisher will notify the OFCCP Director in writing within 60 calendar days of the change(s). Thermo Fisher should also include sufficient information to determine whether the Agreement should be modified or amended based upon the changed circumstances. The OFCCP Director will determine whether it is necessary to amend or modify this Agreement. Failure to provide notification of significant changed circumstances in the organizational structure of Thermo Fisher may result in the termination of this Agreement.

#### D. SEVERABILITY OF PROVISIONS

Any provision of this Agreement found invalid will not affect the validity or enforceability of the remaining portions of the Agreement.

#### E. NOTICES

The addresses of the parties for purposes of notices required or permitted under this Agreement are as follows:

*For OFCCP:*

Marika Litras  
Deputy Director, Division of Program Operations  
Office of Federal Contract Compliance Programs  
U.S. Department of Labor  
200 Constitution Avenue, N.W., Room N-3402  
Washington, D.C. 20210  
(202) 693-0106

*For THERMO FISHER SCIENTIFIC INCORPORATED:*

John A. Piccione  
Chief Counsel Employment  
Thermo Fisher  
81 Wyman Street  
Waltham, MA 02454  
(781) 622-1292  
john.piccione@thermofisher.com

## E. CONFIDENTIALITY AND FREEDOM OF INFORMATION ACT

OFCCP agrees that it will treat the information submitted pursuant to this Agreement as sensitive and confidential to the maximum extent possible under the Freedom of Information Act (FOIA).

## III. TERMS APPLICABLE TO THERMO FISHER'S AFFIRMATIVE ACTION PROGRAMS

### A. DEVELOPMENT OF FUNCTIONAL AAPs

Every employee in Thermo Fisher will be included in one of the functional AAPs identified and described in the Addendum to this Agreement. Each functional AAP will include the components that are prescribed in the regulations in 41 CFR 60-2.11 through 60-2.17. Thermo Fisher will update its functional AAPs on an annual basis. For each of the functional or business units identified in the Addendum to this Agreement, Thermo Fisher also agrees to provide OFCCP an annual update within 30 days of the anniversary of this agreement. This update should include the name and address of the managing official (or contact person), if different from the Addendum. Failure to provide an annual update to this Agreement may result in the scheduling of a compliance evaluation of one of Thermo Fisher's functional or business units.

This Agreement does not constitute acceptance or approval of Thermo Fisher's individual functional AAPs by OFCCP, nor does it constitute approval of the methodology or format used by the contractor in developing or maintaining any specific functional AAP. Thermo Fisher's compliance with Executive Order 11246 and the regulatory requirements for affirmative action programs will be determined through the compliance evaluation process.

### B. COMPLIANCE EVALUATION PROCEDURES

This Agreement does not limit access, method of scheduling, or the manner or means by which OFCCP will conduct compliance evaluations. At least two of Thermo Fisher's functional units must undergo a compliance evaluation during the three-year term of this Agreement. Thermo Fisher's functional units will be selected for compliance evaluation in accordance with the policies and procedures established for contractors with functional AAPs. Thermo Fisher's corporate headquarters functional unit will be evaluated in accordance with the procedures for Corporate Management Compliance Evaluations. In addition to notifying the managing official, OFCCP agrees to send a copy of each compliance evaluation scheduling letter to the corporate contact person identified in the Addendum.

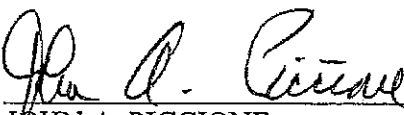
During a compliance evaluation of a functional or business unit, Thermo Fisher agrees to submit, at a minimum, its personnel activity, i.e., applicant flow, hire, promotion, termination, and compensation data in a readable and usable electronic format, when requested to do so by OFCCP. Thermo Fisher also agrees that any personnel and employment records that may be

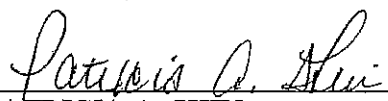
relevant to determining Thermo Fisher's compliance with the laws and regulations enforced by OFCCP will be made available at the location designated by OFCCP.

Therefore, the parties hereto have caused this Agreement to be executed by their respective representatives as set out below.

THERMO FISHER SCIENTIFIC INC.

OFFICE OF FEDERAL CONTRACT  
COMPLIANCE PROGRAMS,  
UNITED STATES DEPARTMENT  
OF LABOR

By:   
JOHN A. PICCIONE  
Chief Counsel Employment

By:   
PATRICIA A. SHIU  
Director

Date: 6-4-2013

Date: 6/18/2013

ADDENDUM  
to the  
THERMO FISHER SCIENTIFIC INCORPORATED  
FUNCTIONAL AFFIRMATIVE ACTION PROGRAM AGREEMENT

This Addendum is incorporated by reference into the Functional Affirmative Action Program Agreement entered into between Thermo Fisher Scientific Incorporated (Thermo Fisher) and the Office of Federal Contract Compliance Programs of the United States Department of Labor (OFCCP).

Thermo Fisher provides analytical instruments, equipment, reagents and consumables, software and services for research, manufacturing, analysis, discovery and diagnostics. Their technology, supplies and services are used in scientific research, healthcare, and safety and education markets. Thermo Fisher employs more than 39,000 employees worldwide with more than 17,000 employees in the United States. The Parent EEO-1 number for Thermo Fisher is 0642391.

Personnel folders are maintained by the local HR function at the location where the employee works. In addition, some personnel records, including those used for payroll and required for federal reporting, are maintained electronically and accessible by both Corporate and local HR staff. Thermo Fisher has identified the following individuals as the primary and secondary contacts for all of its functional or business units:

**Primary Corporate Contact:**

Mr. John A. Piccione  
Chief Counsel Employment  
Thermo Fisher Scientific Inc.  
81 Wyman Street  
Waltham, MA 02454  
(781) 622-1292

**Secondary Corporate Contact:**

Alan K. Nevel  
Director, Global Diversity & Inclusion  
Thermo Fisher Scientific Inc.  
300 Industry Drive  
Pittsburgh, PA 15275  
(724) 517- 1899

Thermo Fisher will develop and implement affirmative action programs for each of the functional or business units identified below<sup>1</sup>.

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<sup>1</sup>The employee locations by city and state unit are identified in the attachment identified as Thermo Fisher Scientific Inc.'s Employee Locations.

**1. Thermo Fisher Scientific Inc., Corporate Headquarters**

**481 employees**

The principal location of Thermo Fisher is in Waltham, MA, which employs 210 individuals. Thermo Fisher Corporate HQ has about another 261 employees in thirteen states at multiple locations, including several home-based sites of one employee. The Corporate Headquarters function includes the overall management of the enterprise, its general business operations, and traditional corporate functions such as Finance, Legal Affairs, Corporate Communications, Human Resources, and Information Technology.

**Managing Official:**

Mr. Marc Casper  
Chief Executive Officer  
Thermo Fisher Scientific Inc.  
81 Wyman Street  
Waltham, MA 02454  
(781) 622-1000

**2. Laboratory Products Group (LPG)**

**3279 employees**

The Laboratory Products Group (LPG) provides tools and equipment used for research and analysis, sample preparation, and separation and storage. LPG's approximately 3279 employees are situated at multiple locations in 20 states ranging in size and from multiple home-based sites with one employee each. The principal location for LPG is in Milford, MA which is the site of the group President's office.

**Managing Official:**

Mr. Thomas Loewald, Senior Vice President  
President, Laboratory Products Group  
Thermo Fisher Scientific Inc.  
450 Fortune Blvd.  
Milford, MA  
(508) 482-1518

**3. Customer Channels Group (CCG)**

**4842 employees**

The Customer Channels Group (CCG) is responsible for the delivery of products and services to the scientific research, healthcare, pharmaceutical, safety, and science education markets. CCG offers supply chain management services, analysis research and consulting services, biological specimen management solutions, clinical label services, delivery systems, and business solutions enabling customers to lower costs and increase efficiency. Approximately 4842 people are employed by CCG in 38 states and Puerto Rico, at home and client-based locations of 1 employee each, and at other locations ranging in size from two to 883 employees. CCG's principal location is in Pittsburgh, PA where the largest groups of employees work.

**Managing Official:**

Mr. Edward Pesicka, Senior Vice President  
President, Customer Channels Group  
Thermo Fisher Scientific Inc.  
300 Industry Drive  
Pittsburgh, PA 15275  
(724) 517-1500

**4. Analytical Technologies Group (ATG)**

**5867 employees**

The Analytical Technologies Group (ATG) provides analytical instruments that detect and measure the existence of substances in laboratory and industrial settings. AIG employs about 5867 people situated in 21 states and Puerto Rico. Its largest site is in Logan, UT.

**Managing Official:**

Mr. Alan Malus, Executive Vice President  
President, Analytical Technologies Group  
Thermo Fisher Scientific Inc.  
300 Industry Drive  
Pittsburgh, PA 15275  
(724) 517-1500

**5. Specialty Diagnostics Group (SDG)**

**2764 employees**

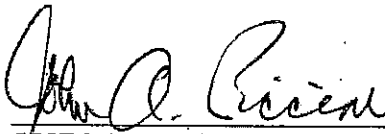
The Specialty Diagnostics Group (SDG) is primarily engaged in providing chemicals, assays, and tests used in clinical research and diagnostics. About 2764 SDG employees work at both home-based and other sites across 14 states with its largest group of 482 employees located in Fremont, CA.

**Managing Official:**

Andrew Thomson, Senior Vice President  
President, Specialty Diagnostics Group  
Thermo Fisher Scientific Inc.  
300 Industry Drive  
Pittsburgh, PA 15275  
(540) 869-8353

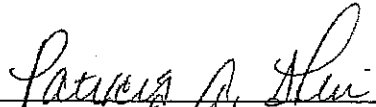
The parties hereto have caused this Amendment to the Thermo Fisher Scientific Incorporated Affirmative Action Program Agreement to be executed by their respective representatives as set out below.

THERMO FISHER SCIENTIFIC INC.

By:   
JOHN A. PICCIONE  
Chief Counsel Employment

Date: 6-4-2013

OFFICE OF FEDERAL CONTRACT  
COMPLIANCE PROGRAMS,  
UNITED STATES DEPARTMENT  
OF LABOR

By:   
PATRICIA A. SHIU  
Director

Date: 6/18/2013

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.833  
Agenda No. 10.Z.2  
Approved: DEC 18 2013  
TITLE:



## **RESOLUTION AUTHORIZING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40:A11-5(3) WITH LIBERTY HARBOR MARINE SERVICES FOR THE SUPPLY OF MARINE DIESEL AND GASOLINE FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE**

---

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City of Jersey City ("City") prepared bid specifications for the Supply of Marine Diesel and Gasoline for the Department of Public Safety/Division of Fire and advertised for bids on three occasions; and

**WHEREAS**, on all three occasions, the City did not receive bids responsive to the specifications; and

**WHEREAS**, pursuant to the provisions of N.J.S.A. 40:A:11-5(3), the City negotiated a contract with Liberty Harbor Marine Services, the only marina able to provide Marine Diesel and Gasoline 24 hours a day; and

**WHEREAS**, Liberty Harbor Marine Services agrees to Supply Marine Diesel and Gasoline at a discount of 3% on all invoices; and

**WHEREAS**, the award of a negotiated contract pursuant to N.J.S.A. 40A:11-5(3) requires a two-thirds affirmative vote of the authorized membership of the governing body; and

**WHEREAS**, the Marine Diesel and Gasoline price will be based on the discount from the low price for the Newark, New Jersey terminal point posted in the Journal of Commerce on the delivery date; and

**WHEREAS**, Liberty Harbor Marine Services agrees to supply Marine Diesel and Gasoline for a total contract amount not to exceed Sixty Thousand (\$60,000.00) Dollars; and

**WHEREAS**, the City is acquiring this supply directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Department of Public Safety has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, Liberty Harbor Marine Services has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to the political or candidate committees in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit it from making any reportable contributions during the term of the contract; and

**WHEREAS**, Liberty Harbor Marine Services submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract;

**WHEREAS**, Liberty Harbor Marina Services has submitted its Certification of Compliance with the City's contractor Play-to-Play reform Ordinance 08-128 adopted on September 3, 2008.

**WHEREAS**, funds for this contract are available in Account No. 01-201-25-265-208; and

(continued page 2)



City Clerk File No. Res. 13.833Agenda No. 10.Z.2

DEC 18 2013

TITLE: **RESOLUTION AUTHORIZING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A 40:A11-5(3) WITH LIBERTY HARBOR MARINE SERVICES FOR THE SUPPLY OF MARINE DIESEL AND GASOLINE FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE**

NOW, THEREFORE, BE IT RESOLVED, by the municipal council of the City of Jersey City that:

- 1) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Purchasing Agent is authorized to prepare an agreement for the Supply of Marine Diesel and Gasoline.
- 2) The Mayor or Business Administrator is authorized to execute a one year contract for the Supply of Marine Diesel and Gasoline for a total amount of Sixty Thousand (\$60,000.00) Dollars.
- 3) This contract is awarded as a negotiated contract pursuant to the provisions of N.J.S.A 40A:11-5(3). The terms and conditions of this negotiated contract are substantially the same as the bid specifications advertised by the City with the exception of the following minor amendments/modifications:
  - a) Less total gallons of marine Diesel and Gasoline.
- 4) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
- 5) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A 10:5-31 et seq.
- 6) The Business Entity Disclosure Certification, Chapter 271 Political Contributions Disclosure Certification, Certification of Compliance with the City's Contractors Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated hereto by reference shall be placed on file with this resolution.

I, Roxana Mauer, Chief of Financial Officer, hereby certified that funds are available for the payment of this resolution in account No. 01-201-25-265-208 P.O. # 112155

Approved by Raquel Josada, RPPS  
for Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.834  
Agenda No. 10.Z.3  
Approved: DEC 18 2013  
TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF SUV POLICE INTERCEPTOR UTILITY VEHICLE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/POLICE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, there exists a need for a **Police Interceptor Utility Vehicle** for the Department of Public Safety/Police; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey is in possession of State Contract No. A82925, submitted a proposal for **One (1) Police Interceptor Utility Vehicle**; and

**WHEREAS**, funds are available for this contract in the Law Enforcement Trust Account;

Account	P.O. #	State Contract	Total Contract
16-290-55-000-800	112012	A82925	\$36,851.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Winner Ford be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on Page 2)

City Clerk File No. Res. 13.834Agenda No. 10.Z.3 **DEC 18 2013**

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD FOR  
THE PURCHASE AND DELIVERY OF SUV POLICE INTERCEPTOR UTILITY  
VEHICLE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC  
SAFETY/POLICE**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
16-290-55-000-800	112012	A82925	\$36,851.00

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/9/13

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

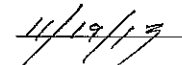
**ORDINANCE/RESOLUTION FACT SHEET**    Date Submitted to B.A.

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1.    **Full Title of Ordinance/Resolution/Cooperation Agreement :**  
RESOLUTION AUTHORIZING AN AGREEMENT WITH WINNER FORD FOR THE PURCHASE OF A POLICE SUV UNDER STATE CONTRACT FOR THE JERSEY CITY POLICE DEPARTMENT.
2.    **Name and Title of Person Initiating Ordinance/Resolution :**  
JAMES SHEA, POLICE DIRECTOR
3.    **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
THE PURCHASE OF ONE NEW POLICE VEHICLE FOR USE BY THE JERSEY CITY POLICE DEPARTMENT.
4.    **Reasons (Need) for the Proposed Program, Project, etc.:**  
REPLACEMENT OF VEHICLES PAST THEIR USEFUL LIFE
5.    **Anticipated Benefits to the Community:**  
MAINTAINING PUBLIC SAFETY
6.    **Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.)**  
  
THIRTY SIX THOUSAND EIGHT HUNDRED FIFTY ONE DOLLARS  
(\$36,851.00)
7.    **Date Proposed Program or Project will Commence:**  
November, 2013
8.    **Anticipated Completion Date:**  
December, 2013
9.    **Person Responsible for Coordinating Proposed Program/Project:**  
HECTOR ORTIZ, AUTOMOTIVE DIRECTOR

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

**Emergency Equipment    PRICE: \$10,367.00**

Whelen Liberty All LED Light Bar RED/BLUE

Four Corner LED Vertex

Whelen 295SLSA6 Siren/ Switchbox

Speaker and Bracket

Console w/ arm rest, cup holder, mic clip

Prisoner Partition

Rear Cargo Barrier

Rear Seat/Pan

Deck Mounted LED's LED RED/BLUE

Window Bars & Door Panels

Push Bumper w/Intergrated Lights

Whelen LINZ6's on Prisoner Partition(1 each side)

Install Customer Supplied Radio & Ant

**Total Car & Equipment \$36,851.00**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CHAS. S. WINNER, INC.  
**Trade Name:** WINNER FORD OF CHERRY HILL  
**Address:** 250 HADDONFIELD BERLIN RD  
CHERRY HILL, NJ 08034-3507  
**Certificate Number:** 0061445  
**Effective Date:** August 28, 1946  
**Date of Issuance:** December 09, 2013

**For Office Use Only:**

20131209133232647



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
P. O. Box 230  
Trenton, New Jersey 08625-0230

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*  
JIGNASA DESAI-MCCLEARY  
*Director*

### AMENDMENT #4 T-2776 SOLICITATION #22656

**TO:** All Using Agencies and Cooperative Purchasing Participants

**DATE:** 10/8/13

**FROM:** Sepi Ghorbani, Procurement Specialist, Fleet Engineering Unit

**SUBJECT:** Police Vehicles: Sedans and Sport Utility Vehicles – One Year Contract Extension

**CONTRACT PERIOD:** Original: October 25, 2012 to October 24, 2013  
Revised: October 25, 2013 to October 24, 2014

Please be advised that the following existing contracts have been extended for a period of one (1) year, through October 24, 2014, at the same contract pricing, terms, conditions and specifications:

<u>Contract#</u>	<u>Contractor</u>
A82925	Chas S. Winner, Inc. D/B/A Winner Ford
A82926	Day Chevrolet, Inc.
A82927	Carman Dodge, Inc.
A82928	Day Ford, Inc.

Important Note: Under Contract A82926, the Chevrolet Tahoe Police Pursuit Vehicle (PPV) 2WD (Section 3, Price Line 5,) and Chevrolet Tahoe Special Service Vehicle (SSV) 4WD (Section 4, Price Line 7) are for in-stock vehicle only. Once in-stock vehicle inventory is depleted, the vehicles will no longer be orderable.

Important note: Please refer to the Master Notification – Vehicle Manufacturer's Cut-Off Dates (<http://www.state.nj.us/treasury/purchase/mnmaster.pdf>) for the most recent vehicle manufacturer's cut-off date information.

Please attach this amendment to your current Notice of Award.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.835

Agenda No. 10.Z.4

Approved: DEC 18 2013

TITLE:



## **RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED THREE (3) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, ADMINISTRATIVE SERVICES**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 09-696, approved on August 12, 2009, awarded a one-year contract in the total amount of \$572,453.44 to Bowles Corporate Services to provide security guard services for various locations for the City of Jersey City (City), Department of Public Works / Administrative Services; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms; and

**WHEREAS**, Resolution No. 10-599, approved on August 25, 2010, exercised the first option to renew the contract for the total amount of \$572,453.44; and

**WHEREAS**, Resolution No. 11-620, approved on August 31, 2011, exercised the final option to renew the contract for the total amount of \$572,453.44; and

**WHEREAS**, Bowles Corporate was acquired by U.S. Security Associates on December 30, 2011; and

**WHEREAS**, a Revised Living Wage Ordinance 12-090 was adopted by the City on July 18, 2012; and

**WHEREAS**, Resolution No. 12-679, approved on September 12, 2012, authorized an extension of the contract while the City worked on revising the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 13-141, approved on February 27, 2013, authorized an extension of the contract while the City worked on revising the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 13-438, approved on June 19, 2013, authorized an extension of the contract while the City worked on revising the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, it is necessary to extend the security guard services contract on a month to month basis not to exceed three (3) months effective January 1, 2014 while the City continues to revise the bid specifications; and

**WHEREAS**, funds will be encumbered in January 2014 for this contract extension not to exceed \$150,000.00;

(Continued on page 2)



City Clerk File No. Res. 13.835Agenda No. 10.Z.4TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED THREE (3) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, ADMINISTRATIVE SERVICES**

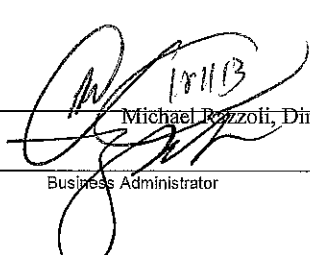
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to extend the contract with U.S. Security Associates to provide security guard services for the Department of Public Works / Administrative Services;
- 2) The extension is on a month to month basis not to exceed three (3) months effective as of January 1, 2014 ; and
- 3) Pursuant to N.J.A.C. 5:30-5.5(e), the amount of this contract extension shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year temporary and permanent budgets.

MR/sb

December 11, 2013

APPROVED: \_\_\_\_\_


 12/11/13  
 Michael Razzoli, Director, Department of Public Works

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

  
 Corporation Counsel
Certification Required ☐Not Required ☐

APPROVED

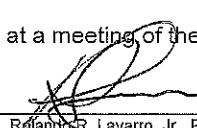
9-0

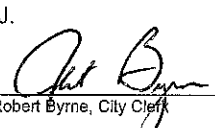
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Resolution authorizing an extension of a contract with U.S. Security Associates to provide security guard services for various locations Citywide not to exceed three(3) months for the Department of Public Works / Administrative Services.

### **Project Manager**

Department/Division	DPW	Administrative Services
Name/Title	Steve Miller	Confidential Aide
Phone/email	201-206-9531	SteveM@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

The purpose of this resolution is to provide security guard services for various locations Citywide.

### **Cost (Identify all sources and amounts)**

City Funds  
01-201-31-433-314  
Extension amount = \$150,000.00

### **Contract term (include all proposed renewals)**

01/01/14 to 03/31/14

### **Type of award**

Bid


### **If "Other Exception", enter type**

Contract extension

### **Additional Information**

The current extension for security guards is due to expire on 12/31/13. This resolution is not encumbering any funds at this time but funds will be requested in January 2014.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

12-11-13  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.836

Agenda No. 10.Z.5

Approved: DEC 18 2013

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD SUV VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, there exists a need for **Two (2) 2014 Ford Expedition SSV XL SUV 4x4 Vehicles with snow plows** for the Department of Public Works, Automotive Division; and

**WHEREAS**, N.J.S.A. 40A:11-12, of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey is in possession of State Contract No. A83012, submitted a proposal for **Two (2) 2014 Ford Expedition SSV XL SUV 4x4 Vehicles with snow plows**; and

**WHEREAS**, funds are available for this contract in the Hurricane Sandy Operating Account Fund;

Account	P.O. #	State Contract	Total Contract
01-272-55-000-044	112009	A83012	\$99,734.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Winner Ford be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on Page 2)

City Clerk File No. Res. 13.836Agenda No. 10.Z.5 **DEC 18 2013**

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD SUV VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
01-272-55-000-044	112009	A83012	\$99,734.00

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/9/13

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full title of ordinance/resolution/cooperative agreement:**  
RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD SUV VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.
2. **Name and title of person initiating ordinance/resolution, etc.:**  
Michael Razzoli, Director of the Department of Public Works for the Division of Automotive Maintenance.
3. **Concise description of program, project or plan proposed in the ordinance/resolution:**  
There exists a need for Two (2) Ford SUV Vehicles for the Department of Public Works.
4. **Reasons (need) for the proposed program, project, etc.:**  
RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD SUV VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.
5. **Anticipated benefits to the community:**  
There exists a need for Two (2) Ford SUV Vehicles for the Department of Public Works.
6. **Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**  
The cost of this state contract is ninety nine thousand seven hundred and thirty four dollars (\$99,734.00).
7. **Date the proposed program, or project will commence:**  
Upon adoption by The Jersey City Municipal Council.
8. **Anticipated completion date:**  
ASAP.
9. **Person responsible for coordinating proposed program, project, etc.:**  
Hector Ortiz, Director, Division of Automotive, Department of Public Works.
10. **Additional comments:**  
Resolution proposed at the recommendation of the Director of Automotive Division.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

Peter Folgado, Director of Purchasing, RPPO, QPA Date:

Signature of Department Director

Date: 12/9/13

**CERTIFICATION OF MICHAEL E. RAZZOLI**

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD SUV VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.**
3. The total funds requested for this state contract is \$99,734.00.
4. The funds are available for this contract in the Hurricane Sandy Operating Account Fund 01-272-55-000-044.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 12/9/13

  
\_\_\_\_\_  
Michael E. Razzoli  
Director of Department of Public Works

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Resolution authorizing the award of a contract to Winner Ford for the purchase and delivery of two (2) Ford SUV Vehicles under State Contract for the Department of Public Works / Automotive Division.

### **Project Manager**

Department/Division	DPW	Automotive Division
Name/Title	Hector Ortiz	Automotive Director
Phone/email	201-547-4423	Ortizh@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

There exists a need for two (2) Ford SUV Vehicles for snow removal for DPW and OEM. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City. Sandy damaged vehicles are # 9003 and # 9002, 2004 Ford F 350 pickup.

### **Cost (Identify all sources and amounts)**

Hurricane Sandy Capital Account  
01-272-55-000-044  
\$99,734.00

### **Contract term (include all proposed renewals)**

One time purchase

### **Type of award**

State Contract

If "Other Exception", enter type

### **Additional Information**

This resolution was drafted by Purchasing.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

12/11/13  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CHAS. S. WINNER, INC.  
**Trade Name:** WINNER FORD OF CHERRY HILL  
**Address:** 250 HADDONFIELD BERLIN RD  
CHERRY HILL, NJ 08034-3507  
**Certificate Number:** 0061445  
**Effective Date:** August 28, 1946  
**Date of Issuance:** December 09, 2013

**For Office Use Only:**

20131209124910745



**Mike Razzoli : Dir**  
Public works

**Hector Ortiz : Dir**  
Automotive div.

City of jersey city department of public works

***Department of public works***

***(2) 2014 ford Suv 4x4 with snow plow  
For office of emergency management  
Under state contract winner ford***

Special Service Vehicle 4X4

N.J. Contract # A83012

Base vehicle

- 5.4L V8 engine
- 6 speed automatic transmission
- Safety canopy
- Side air bags
- Cloth front bucket seats
- Center Console Deleted
- Vinyl second row bench seat
- P265/70Rx17 BSW all season tires
- AM/FM radio with CD player
- Heated mirrors
- Privacy glass
- Vinyl floor covering
- Keyless entry keypad
- Remote keyless entry
- 4 wheel anti lock brakes
- Tire pressure monitoring system
- Air conditioning
- Power lock and windows
- Fog lamps
- Column shifter
- All other standard factory equipment

Available Colors: Z1 Oxford White, UA Black, DX Dark Blue, F1 Vermillion Red, UJ Grey, UK Royal Red, UX Silver



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

**AMENDMENT #2**  
**T-2007**

**SOLICITATION #22721**

June 11, 2013

**TO:** All Using Agencies and  
Cooperative Purchasing Participants

**FROM:** Kristi Thomas  
Procurement Lead, Fleet Engineering Unit

**SUBJECT:** Vehicles, Sport Utility (SUV) – Model Year Roll-Over to 2014 – Sections 3 and 4 Only

**CONTRACT**  
**PERIOD:** October 30, 2012 to October 29, 2013

Please be advised that contracts #A83012 awarded to Chas. S. Winner Inc. D/B/A Winner Ford (for Ford Explorer 2WD) and #A83013 awarded to Celebrity Ford D/B/A Beyer Ford (for Ford Explorer 4WD) have been rolled over from 2013 model year to 2014 model year at the same pricing, terms, conditions and specifications.

**Important Note:** Please refer to the Master Notification (<http://www.state.nj.us/treasury/purchase/mnmaster.pdf>) for the most recent vehicle manufacturer's cut-off date information.

Please attach this amendment to your current Notice of Award.



*Michael Drahuschak*  
*(856) 427-2792 Phone*  
*(856) 428-4718 fax*

Special Service Vehicle 4X4

N.J. Contract # A83012

Base vehicle

- 5.4L V8 engine
- 6 speed automatic transmission
- Safety canopy
- Side air bags
- Cloth front bucket seats
- Center Console Deleted
- Vinyl second row bench seat
- P265/70Rx17 BSW all season tires
- AM/FM radio with CD player
- Heated mirrors
- Privacy glass
- Vinyl floor covering
- Keyless entry keypad
- Remote keyless entry
- 4 wheel anti lock brakes
- Tire pressure monitoring system
- Air conditioning
- Power lock and windows
- Fog lamps
- Column shifter
- All other standard factory equipment

Available Colors: Z1 Oxford White, UA Black, DX Dark Blue, F1 Vermillion Red, UJ Grey, UK Royal Red, UX Silver

## OPTIONS

4X4 4 Wheel Drive	\$6175.00
Snow plow installed	\$16,936.00
Winter package	\$995.00
Steel wheels	\$1195.00

**Total Vehicle & Options \$49,867.00**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.837  
Agenda No. 10.Z.6  
Approved: DEC 18 2013  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS. DEPARTMENT OF PUBLIC WORKS /BUILDING AND STREET MAINTENANCE**

### **COUNCIL**

#### **OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for providing **Security Maintenance for Various Buildings**, the Department of Public Works/Div. Building and Street Maintenance pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole responsible bid being that from **Access Control Technologies, 429 Getty Avenue, Clifton, New Jersey, 07011** in the total bid amount of **Fifty Eight Thousand, Nine Hundred Sixty (\$58,960.00) Dollars**; and

**WHEREAS**, the City's Director of Purchasing has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of **Ten Thousand (\$10,000.00) Dollars** will be available in the 2013 permanent budget; and

**WHEREAS**, the funds for this purchase are available in **Operating Account No. 01-201-26-291-311**; and

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

#### **Department of Public Works/Div of Building and Street Maintenance**

<b>Acct #</b>	<b>P.O #</b>		<b>Amount</b>
<b>01-201-26-291-311</b>	<b>111981</b>	<b>Temp. Encumb.</b>	<b>\$10,000.00</b>
		<b>Total Contract</b>	<b>\$58,960.00</b>

**WHEREAS**, the contract shall be for one (1) year and the City shall have the option to renew the contract for up to two (2) additional one (1) year terms; and

**WHEREAS**, the remaining contract funds will be made available in the 2013, 2014, 2015 and 2016 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2013 thru 2016 temporary and permanent budgets, the contract will be terminated; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Access Control Technologies**, be accepted and that a contract be awarded to said Company in the above amount and the City's Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

City Clerk File No. Res. 13.837Agenda No. 10..Z.6TITLE: DEC 18 2013

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS. DEPARTMENT OF PUBLIC WORKS /BUILDING AND STREET MAINTENANCE**

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

**Department of Public Works/Div of Building and Street Maintenance**

Acct #	P.O #		Amount
01-201-26-291-311	111981	Temp. Encumb.	\$10,000.00
		Total Contract	\$58,960.00

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐

Corporation Counsel

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR VARIOUS BUILDINGS, DEPARTMENT OF PUBLIC WORKS /BUILDING AND STREET MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Michael Razzoli, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Three (3)

**DATE BIDS WERE PUBLICLY RECEIVED:**

November 14, 2013

**NUMBERS OF BIDS RECEIVED:**

One (1)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Security Maintenance for Various Public Building for the Department of Public Works/Building and Street Maintenance

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

**Grand Total Bid Price**

- |                                |             |
|--------------------------------|-------------|
| 1) Access Control Technologies | \$58,960.00 |
| 429 Getty Avenue               |             |
| Clifton, NJ 07011              |             |

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

**Date**

12/9/13

Peter Folgado, Director of Purchasing, RPPO,QPA

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Resolution authorizing the award of a contract to Access Control Technologies to provide Security Maintenance for various buildings for the Department of Public Works / Division of Buildings and Street Maintenance.

### **Project Manager**

Department/Division	DPW	Buildings and Street
Name/Title	John McGrath	Director
Phone/email	201-547-4432	McGrathj@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

The purpose of this resolution is to provide security maintenance for various buildings.

### **Cost (Identify all sources and amounts)**

City Funds (Buildings & Street Operating)  
01-201-26-291-311  
Contract amount = \$58,960.00

### **Contract term (include all proposed renewals)**

12/18/13 to 12/17/14

### **Type of award**

Bid

If "Other Exception", enter type

### **Additional Information**

This was a bid. Three (3) proposals were picked up and one (1) bid was received by Purchasing.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



BID PROPOSAL  
(Continued)  
PROJECT NO. 2013-001

LIST OF PRICES:

Item No. 1: The bidder agrees to provide for a period of one year all labor, materials, equipment and services required to perform the on call Basic Maintenance Service as described in the specification for the lump sum price of:

\$ 40,185.<sup>xx</sup><sub>100</sub>  
TOTAL COST ITEM #1

Item No 2: The bidder agrees to provide for a period of one year all labor, materials, equipment and service required to perform the Preventative Maintenance (PM) Service as described in the specification for the price breakdown listed below:

a. Items Listed in Exhibit A (Municipal Court - 365 Summit Avenue):

(1) Semi-Annual PM \$ 995.00 x 2 = \$ 1990.00  
(2) Annual \$ 1990.00

b. Items Listed in Exhibit B ( Mary McLeod Bethune Life Center (MLK)):

(1) Semi- Annual PM \$ 625.00 x 2 = \$ 1250.00  
(2) Annual \$ 1250.00

c. Barrier Gates (Municipal Court Only):

(1) Monthly PM \$ 385.00 x 12 = \$ 4620.00  
(2) Annual PM \$ 1025.00

d. Cabinet X-Ray System (Municipal Court Only):

(1) Monthly PM \$ 250.00 x 12 = \$ 3000.00  
(2) Semi-Annual PM \$ 250.00 x ~~12~~<sub>2</sub> = \$ 500.00  
(3) Annual PM \$ 850.00

TOTAL ANNUAL BID PRICE  
FOR PREVENTATIVE MAINTENANCE

\$ 16,475.00  
(TOTAL COST ITEM #2)

Insert No. 3: The bidder agrees to provide off hours emergency service based on the labor rates inserted by the bidder below and in accordance with the terms of Contract. The bidder shall be paid based upon the actual quantity of time used; however, it shall not exceed the estimated quantity without prior written authorization by the City's Acting Director of Purchasing.

Estimate 20 Hours @ \$ 115.00 Per Hour for a total cost of \$ 2300.00  
(Unit Price) (Total Cost Item 3 in Figures)

One Hundred Fifteen Dollars Per Hour Twenty Three Hundred Dollars  
(Write Unit Price) (Write Total Cost- Item 3)

**GRAND TOTAL - ITEMS 1, 2 AND 3**

Fifty Eight Thousand Nine Hundred Sixty Dollars  
(In Writing)

\$ ~~58,960.00~~ 58,960.00  
(In Figures)

The contract will be awarded based on the grand total amount for Item Nos. 1, 2 and 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time and/ or material needed; therefore, the actual Contract price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

\* Contract Price above assumes Cabinet X-Ray System is functional. Equipment is old and may need to be replaced. Quote for replacement was submitted in 2012.

Proposal - Continued

It is understood and agreed that the total price stated by the undersigned in the "Schedule of Prices" is based on estimated quantities and will only control in the awarding of the contract. It is further understood that the quantities stated in the "Schedule of Prices" for the items are estimated only and may be increased or decreased as provided in the specifications.

Attached herewith is a (Cashier's check)  
(certified check) (Check one)  
(bid bond)

in the amount of \$ \_\_\_\_\_ representing 10% of the total amount bid, but not exceeding \$20,000.00 as stated in Article 8, Page 4.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Choice of Retainage:

If the Total Price bid for the Contract Work exceed \$100,000. the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

2% Cash from each payment

2% of Contract amount deposited as approved negotiable securities

The undersigned is (an individual)  
(a corporation) under the laws  
(a partnership)

of the State of New Jersey having offices

at 429 Getty Ave, Clifton, NJ 07011

Signed [Signature]

Name Joseph Liguori

Title Vice President

Company Access Control Technologies

Address 429 Getty Ave

Clifton, NJ 07011

Phone (973) 689-0450

Fax (973) 689-0451

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of San Diego (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: DAVID LONG / Acct Mgr.  
Representative's Signature: [Signature]  
Name of Company: Access Control Technologies  
Tel. No.: 973-689-0444 Date: 11-13-13

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): David Long / Acct. Mgr.

Representative's Signature: [Signature]

Name of Company: Access Control Technologies

Tel. No.: 973-689-0444 Date: 11.11.13

Exhibit B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds; as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title Print): David Long / Asst Mgr.

Representative's Signature: [Signature]

Name of Company: Access Control Technologies

Tel. No.: 973-689-0444

Date: 11-13-13

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Access Control Technologies  
Address : 4129 Gettys Ave, Clifton, NJ 07011  
Telephone No. : 973-689-0444  
Contact Name: DAVID LONG

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

#### Definitions:

##### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

##### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: \_\_\_\_\_ *N/A* *No sublet* # \_\_\_\_\_

Contractor: \_\_\_\_\_ Bid Amt. \$ \_\_\_\_\_

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY



MWBE Page 3 Project \_\_\_\_\_

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

N/A

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

\_\_\_\_\_  
\_\_\_\_\_

Name of Contractor \_\_\_\_\_

By: Signature \_\_\_\_\_

Type or print name/title: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**EQUAL EMPLOYMENT OPORTUNITY COPY**

Sincerely,

John E. Tully, CPA  
Acting Director

*John E. Tully*

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 2827  
TRENTON, NJ 08646-0252

TAXPAYER NAME

ACCESS CONTROL TECHNOLOGIES INC.

TRADE NAME

TAXPAYER IDENTIFICATION#

223-012-469/000

SEQUENCE NUMBER

0073050

ADDRESS

429 GETTY AVE  
CLIFTON NJ 07011

ISSUANCE DATE

03/16/04

EFFECTIVE DATE

12/05/89

FORM-BRC(08-01)

*John E. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

to be placed on a non-removable basis. It must be white and contain the proper forms (SF-6-03) as  
State of New Jersey, Division of Taxation, P.O. Box 252, Trenton, NJ 08646-0252, (609) 292-1730.  
This Certificate of Authority (CA-1) must be displayed at your place of business.

STATE OF NEW JERSEY		DIVISION OF TAXATION TRENTON, NJ 08646	
<b>Certificate of Authority</b>			
The person, partnership or corporation named below is hereby authorized to collect:			
NEW JERSEY SALES & USE TAX			
pursuant to N.J.S.A. 54:32B-1 ET SEQ.			
This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if any change of ownership or address is effected.			
ACCESS CONTROL TECHNOLOGIES, INC.		Tax Registration No.: 223-012-469-000	
429 GETTY AVE.		Tax Effective Date: 01-15-90	
CLIFTON, NJ 07011		Document Locator No.: B0000243836	
		Date Issued: 03-16-04	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.			

15022

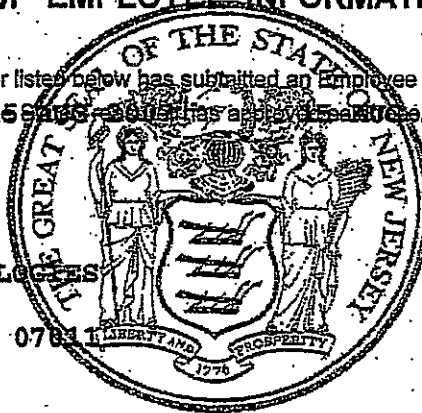
Certification

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

ACCESS CONTROL TECHNOLOGIES  
429 GETTY AVENUE  
CLIFTON

NJ 07011



*Bradley Abela*

State Treasurer

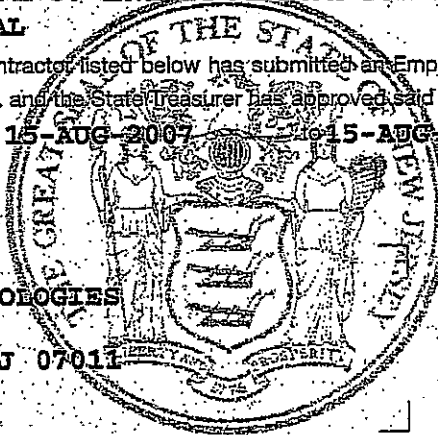
Certification 15022

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT****RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

ACCESS CONTROL TECHNOLOGIES  
429 GETTY AVENUE  
CLIFTON

NJ 07011



*Michael Was*

Acting State Treasurer

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: ACCESS CONTROL TECHNOLOGIES INC.

Trade Name:

Address: 429 GETTY AVE  
CLIFTON, NJ 07011

Certificate Number: 0078050

Effective Date: January 22, 1990

Date of Issuance: May 18, 2007

For Office Use Only:

20070518120044053



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0078050 FOR ACCESS CONTROL TECHNOLOGIES INC. IS  
VALID.

VERIFIED  
PC

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.838

Agenda No. 10.Z.7

Approved: DEC 18 2013

TITLE:



**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year terms; and

**WHEREAS**, Resolution No.11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18; and

**WHEREAS**, a resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance; and

**WHEREAS**, the revised Living Wage Ordinance 12-090 was adopted on July 18, 2012; and

**WHEREAS**, Resolution No. 12-442, approved on June 13, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, Resolution No. 12-897, approved on December 19, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, Resolution No. 13-374, approved on May 29, 2013, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective November 1, 2013 while the City revises the bid specifications so that they comply with the revised Living Wage Ordinance; and

**WHEREAS**, the contractors have been performing the services in an effective and efficient manner; and

**WHEREAS**, the total cost of the contract extensions is two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents (\$274,884.48); and

**WHEREAS**, funds in the amount of \$45,000.00 are available in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-314.

(Continued on page 2)

**DEC 18 2013**

**TITLE:**

**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

<b>Vendor:</b>	<b>Location:</b>	<b>Ext. Amt:</b>
Chuk's Professional Cleaning, Inc.	<b>Block 1:</b> - Police HDQ- 1 Journal Square - Health Clinic, 115 Christopher Col. Dr.	\$29,708.83
Chuk's Professional Cleaning, Inc	<b>Block 3:</b> - South District, 191 Bergen Avenue - Maureen Collier Mem. Sr. Ctzn Ctr, 355 Bergen Av	\$15,010.79
Chuk's Professional Cleaning, Inc	<b>Block 5:</b> - West District, 576 Communipaw Ave. - Juvenile Bureau, 130 Cator Ave.	\$15,010.79
Chuk's Professional Cleaning, Inc	<b>Block 11:</b> - Public Works Compound, Route 440  - Blood Cleanup / Miscellaneous	\$42,739.06
		\$2,985.48
		<b><u>\$105,454.95</u></b>
United Service	<b>Block 2:</b> -284 Central Ave. ( North District ) - 28 Paterson Street	\$14,458.83
United Service	<b>Block 8</b> - 400 Sip Ave, Recreation Facility - 100 Philips St. ( JCPD Car Pound )  <b>FLOOR CARE AT:</b> -140 MLK Drive.( Community Center ) - 715 Summit Avenue and Pershing Field	\$14,534.41
		\$4,741.85
		<b><u>\$33,735.09</u></b>
Temco Building Maintenance	<b>BLOCK 4:</b> - 207 7 <sup>th</sup> Street ( East District ) - 465 Marin Blvd ( Fire HQ )	\$15,076.99
	<b>BLOCK 6:</b> - 280 Grove Street ( City Hall )	\$45,231.48
	<b>BLOCK 7:</b> - 365 Summit Avenue ( Municipal Court )	\$30,154.49
	<b>BLOCK 9:</b> - 1 Journal Square Plaza	\$15,076.99
	<b>BLOCK 10:</b> - 100 Cornelison Ave ( Motorcycle Squad ) - HUB ( Human Resources ) - WIC, Commerce, Immunization, HEDC Offices	\$30,154.49
		<b><u>\$135,694.44</u></b>

(Continued on page 3)



City Clerk File No. Res. 13.838Agenda No. 10.Z.7

DEC 18 2013

TITLE: **RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

Vendor:	Locations:	Purchase Order #	Amount
Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109	<u>Block #s :</u> 1, 3, 5, 11	PO <u>111976</u>	\$15,000.00
United Service 482 Forest Street Kearny, NJ 07032	<u>Block #:</u> 2,8	PO <u>111977</u>	\$5,000.00
Temco Building One Park Avenue New York, NY 10016	<u>Block #:</u> 4,6,7,9,10	PO <u>111978</u>	\$25,000.00
		<b>Temp. Encumbrance</b>	<b>\$45,000.00</b>

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to extend the contracts with Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for Janitorial Services for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The contract extensions are on a month to month basis not to exceed six months effective as of November 1, 2013, and the total cost of the contracts shall not exceed \$274,884.48;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)(2), additional contract funds will be encumbered in the 2014 temporary and permanent calendar year budgets; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 13-01-201-26-291-314 for payment of the above resolution.

MR/sb  
November 22, 2013

APPROVED:

Michael Razzoli, Director, Department of Public Works

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Michael Razzoli, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

There exists a need to provide janitorial services for the Department of Public Works.

**4. Reasons (need) for the proposed program, project, etc.:**

RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

**5. Anticipated benefits to the community:**

There exists a need to provide janitorial services for the Department of Public Works.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

The cost of this contract extension is two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents ( \$274,884.48).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

April 30, 2014.

**9. Person responsible for coordinating proposed program, project, etc.:**

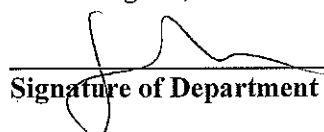
John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

Peter Folgado, Director of Purchasing, RPPO, QPA Date:

  
Signature of Department Director

12/2/13  
Date:

**CERTIFICATION OF MICHAEL E. RAZZOLI**

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
3. The total funds requested for this contract extension is \$274,884.48 with a temporary encumbrance of \$45,000.00.
4. The funds are available in **Buildings and Street Maintenance Operating Account No. 01-201-26-291-211**.
5. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

11/2/13

\_\_\_\_\_  
Michael E. Razzoli  
Director of Department of Public Works

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

Resolution authorizing extensions of contracts with Chuk's Professional Cleaning , United Service, and Temco Building Maintenance for providing janitorial services for various city buildings not to exceed six (6) months effective as of November 1, 2013 for the Department of Public Works / Division of Buildings and Street Maintenance.

### **Project Manager**

Department/Division	DPW	Buildings and Street
Name/Title	John McGrath	Director
Phone/email	201-547-4432	McGrathj@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

The purpose of this resolution is to provide janitorial services for various City buildings.

### **Cost (Identify all sources and amounts)**

City Funds (Buildings & Street Operating)  
01-201-26-291-314  
\$274,884.48

### **Contract term (include all proposed renewals)**

11/1/13 to 04/30/14

### **Type of award**

Bid

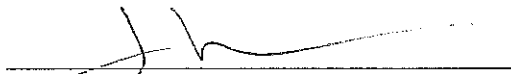
### **If "Other Exception", enter type**

Contract Extension

### **Additional Information**

A resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance. It is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective November 1, 2013 while the City revises the bid specifications so that they comply with the revised Living Wage Ordinance.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

12/11/13  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI  
DIRECTOR

**MEMORANDUM**

**Date:** December 9, 2013

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Michael Razzoli, DPW Director

**Subject:** Contract Extension ( Janitorial Services )

Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City.

The bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year terms. Resolution No.11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18. A resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance. The revised Living Wage Ordinance 12-090 was adopted on July 18, 2012.

It is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective November 1, 2013 while the City revises the bid specifications so that they comply with the revised Living Wage Ordinance. The total cost of the contract extensions is **two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents (\$274,884.48)**. The City is currently revising and updating the bid specifications for janitorial services and the revised bid specifications are expected to be available soon for advertisement.

Should you have any questions or need any additional justifications regarding this contract extension, please do not hesitate to call my office at X 4400/01.

  
Michael Razzoli

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE

JOHN Mc GRATH  
DIRECTOR OF BUILDINGS & STREET

RICHARD FREDA  
DIRECTOR OF CUSTODIAL SERVICES



Steven M. Fulop Mayor

Michael Razzoli  
DIRECTOR OF PUBLIC WORKS

November 4, 2013

United Services Inc  
462 Forest St.  
Kearny, NJ 07032

Attn: Raymond Pardo, President

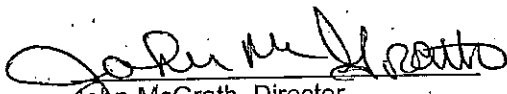
Subject: Janitorial Contract Extension

Dear Mr. Pardo,

Please be advised your current Janitorial extension contract for (six) 6 months with the City of Jersey City expires October 31, 2013. However, the City is looking forward to extending this contract for (Six) 6 months. The contract will be on a month to month basis starting 11/1/2013 until the bids go out for a new contract.

Should you have any questions, please feel free to notify the office.

Sincerely,

  
John McGrath, Director  
Buildings & Street Maintenance

cc Michael Razzoli, Director Department of Public Works  
Richard Freda, Director of Custodial Services  
Silendra Baijnauth, Fiscal Officer  
Peter Folgado, Purchasing Agent

file

jmg/jl



November 14, 2013

City of Jersey City  
Department of Public Works  
Mr. John McGrath  
Director of Buildings and Streets Maintenance  
575 Route 440  
Jersey City, NJ 07305

P O B O X 1 0 6 7

K E A R N Y

N E W J E R S E Y

Re: Janitorial Services at Various Buildings  
6-Month Extension

0 7 0 3 2

Mr. McGrath;

Please be advised that United Services, Inc. is more than happy to accept the contract renewal and the terms as indicated in your letter of November 4, 2013.

Thank you for your time and effort and we appreciate the opportunity to continue serve the City of Jersey City.

Please find enclosed our signed EEOC pages and our Affirmative Action Certificate (AA-302) which precludes United Services from having to fill out any of the forms you have sent us, specific to Affirmative Action, the Americans with Disability form, our Business Registration Certificate, and the MWBE questionnaire forms.

We trust this information is complete and in the event that you have any questions or concerns please feel free to contact us at 201-955-1300.

Respectfully;

Raymond Pardo  
President  
United Services, Inc.

V O I C E

2 0 1 . 9 5 5 . 1 3 0 0

F A X

Enclosures

2 0 1 . 9 5 5 . 3 7 3 5

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.



**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Raymond Pardo President

Representative's Signature: Raymond Pardo

Name of Company: UNITED SERVICES INC.

Tel. No.: 201-955-1300 Date: 11/12/13

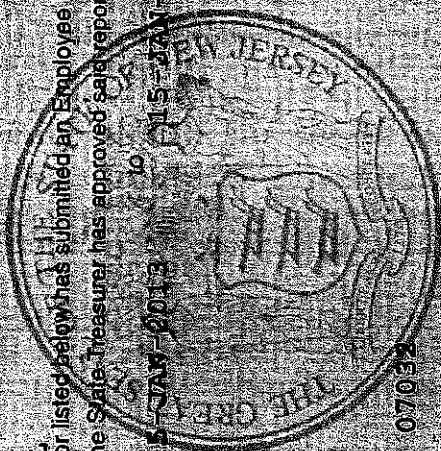
Certification  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 18118**

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of:

15 JAN-2013 to 15 JAN-2016

UNITED SERVICES, INC.  
462 FOREST STREET  
KEARNY, NJ 07032



Andrew P. Sidamon-Einstoff  
State Treasurer

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the 14<sup>th</sup> of November (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: Raymond Pardo President  
Representative's Signature: Raymond Pardo  
Name of Company: United Services Inc  
Tel. No.: 201-955-1300 Date: 11/12/13



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** UNITED SERVICES, INC.  
**Trade Name:**  
**Address:** 462 FOREST STREET  
KEARNY, NJ 07032-3517  
**Certificate Number:** 0597637  
**Effective Date:** March 15, 1995  
**Date of Issuance:** August 22, 2012

**For Office Use Only:**  
20120822152806197

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : United Services Inc  
Address : 462 Forest St. Kennerly NJ  
Telephone No. : 201-955-1300  
Contact Name : Raymond Pardo

Please check applicable category :

☐ Minority Owned Business (MBE)      ☒ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☐ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE

JOHN Mc GRATH  
DIRECTOR OF BUILDINGS & STREET

RICHARD FREDA  
DIRECTOR OF CUSTODIAL SERVICES



Steven M. Fulop Mayor

Michael Razzoli  
DIRECTOR OF PUBLIC WORKS

November 4, 2013

Temco Services  
1 Madison St. Bldg.D  
E. Rutherford, NJ 07073

Attn: Eddie Cayas

Subject: Janitorial Contract Extension

Dear Mr. Cayas,

Please be advised your current Janitorial extension contract for (six) 6 months with the City of Jersey City expires October 31, 2013. However, the City is looking forward to extending this contract for (Six) 6 months. The contract will be on a month to month basis starting 11/1/2013 until the bids go out for a new contract.

Should you have any questions, please feel free to notify the office.

Sincerely,

  
John McGrath, Director  
Buildings & Street Maintenance

cc Michael Razzoli, Director Department of Public Works  
Richard Freda, Director of Custodial Services  
Silendra Baijnauth, Fiscal Officer  
Peter Folgado, Purchasing Agent

file

jmg/jl

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-374  
Agenda No. 10. T  
Approved: MAY 29 2013  
TITLE:



**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:**

**OFFERED AND MOVED**

**WHEREAS**, Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year terms; and

**WHEREAS**, Resolution No. 11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18; and

**WHEREAS**, the contractors have been performing the services in an effective and efficient manner; and

**WHEREAS**, a resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance; and

**WHEREAS**, the Revised Living Wage Ordinance 12-090 was adopted on July 18, 2012; and

**WHEREAS**, Resolution No. 12-442, approved on June 13, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, Resolution No. 12-897, approved on December 19, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective May 1, 2013 while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, the total cost of the contract extensions is two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents (\$274,884.48); and

**WHEREAS**, funds in the amount of \$45,000.00 are available in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-314.

(Continued on page 2)

**TITLE:**

**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

<b>Vendor:</b>	<b>Location:</b>	<b>Ext. Amt:</b>
Chuk's Professional Cleaning, Inc.	<b>Block 1:</b> - Police HDQ- 1 Journal Square - Health Clinic, 115 Christopher Col. Dr.	\$29,708.83
Chuk's Professional Cleaning, Inc	<b>Block 3:</b> - South District, 191 Bergen Avenue - Maureen Collier Mem. Sr. Ctrn Ctr, 355 Bergen Av	\$15,010.79
Chuk's Professional Cleaning, Inc	<b>Block 5:</b> - West District, 576 Communipaw Ave. - Juvenile Bureau, 130 Cator Ave.	\$15,010.79
Chuk's Professional Cleaning, Inc	<b>Block 11:</b> - Public Works Compound, Route 440	\$42,739.06
	- Blood Cleanup / Miscellaneous	\$2,985.48
		<b>\$105,454.95</b>
United Service	<b>Block 2:</b> -284 Central Ave. ( North District ) - 28 Paterson Street	\$14,458.83
United Service	<b>Block 8</b> - 400 Sip Ave, Recreation Facility - 100 Philips St. ( JCPD Car Pound )	\$14,534.41
	<b>FLOOR CARE AT:</b> -140 MLK Drive ( Community Center ) - 715 Summit Avenue and Pershing Field	\$4,741.85
		<b>\$33,735.09</b>
Temco Building Maintenance	<b>BLOCK 4:</b> - 207 7 <sup>th</sup> Street ( East District ) - 465 Marin Blvd ( Fire HQ )	\$15,076.99
	<b>BLOCK 6:</b> - 280 Grove Street ( City Hall )	\$45,231.48
	<b>BLOCK 7:</b> - 365 Summit Avenue ( Municipal Court )	\$30,154.49
	<b>BLOCK 9:</b> - 1 Journal Square Plaza	\$15,076.99
	<b>BLOCK 10:</b> - 100 Cornelison Ave ( Motorcycle Squad ) - HUB ( Human Resources ) - WIC, Commerce, Immunization, HEDC Offices	\$30,154.49
		<b>\$135,694.44</b>

(Continued on page 3)



City Clerk File No. Res. 13-374

Agenda No. 10-T MAY 29 2013

**TITLE:** RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

Vendor:	Locations:	Purchase Order #	Amount
Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109	Block #: 1, 3, 5, 11	PO 109983	\$15,000.00
United Service 482 Forest Street Kearny, NJ 07032	Block #: 2, 8	PO 109984	\$5,000.00
Temco Building One Park Avenue New York, NY 10016	Block #: 4, 6, 7, 9, 10	PO 109985	\$25,000.00
		Temp. Encumbrancy	\$45,000.00

that: **NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City

- 1) The Mayor or Business Administrator is authorized to extend the contracts with Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for Janitorial Services for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The contract extensions are on a month to month basis not to exceed six months effective as of May 1, 2013, and the total cost of the contracts shall not exceed \$274,884.48;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 permanent budget; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 13-01-201-26-291-314 for payment of the above resolution.

RWH/sb  
April 9, 2013

APPROVED: Rodney W. Huddy 5/16/13 APPROVED AS TO LEGAL FORM

APPROVED: Rodney W. Huddy, Director, Department of Public Works  
Business Administrator Corporation Counsel

J.A. 5/20/13

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrnes  
Robert Byrnes, City Clerk

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): LLOND DE FRANCE / VP OF HUMAN RESOURCES

Representative's Signature: [Signature]

Name of Company: TEMCO SERVICE INDUSTRIES

Tel. No.: 212-257-

7872

Date: 12/4/12

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Donna DeFrance / VP of HR

Representative's Signature: [Signature]

Name of Company: TAMCO SERVICE INDUSTRIES, INC.

Tel. No.: 212-251-7872

Date: 12/4/13

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : TEMCO SERVICE INDUSTRIES  
Address : 417 5<sup>th</sup> Ave. 9<sup>th</sup> Floor NY NY 10016  
Telephone No. : 212-251-7872  
Contact Name : LLOYD DE FRANCE

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: TAMCO SERVICE INDUSTRIES

Address: 417 5<sup>th</sup> AVE. 9<sup>th</sup> FLOOR NY NY 10016

Telephone No.: 212-257-7872

Contact Name: LLOYD DE FRANCE

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

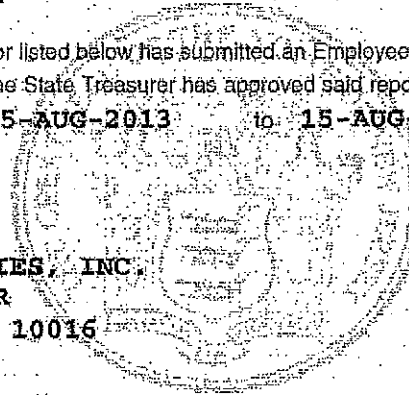
DIVISION OF PURCHASING COPY

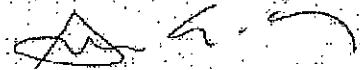
Certification 40383

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2013** to **15-AUG-2016**

**TEMCO SERVICE INDUSTRIES, INC.**  
**417 5TH AVE. 9TH FLOOR**  
**NEW YORK NY 10016**





Andrew P. Sidamon-Eristoff  
State Treasurer

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/ea302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/ea302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>000000</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>3443</b>
4. COMPANY NAME <b>Temco Service Industries, Inc.</b>		
5. STREET <b>417 5th Avenue 9th Floor</b>	CITY <b>New York</b>	COUNTY <b>Manhattan</b>
	STATE <b>NY</b>	ZIP CODE <b>10016</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>CITY STATE ZIP CODE</b>		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ <b>2</b>		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>3443</b>		
10. PUBLIC AGENCY AWARDED CONTRACT <b>CITY COUNTY STATE ZIP CODE</b>		

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

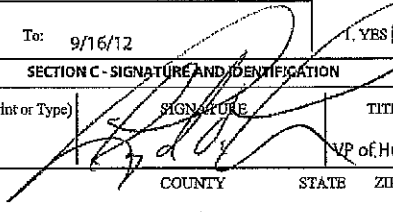
**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers	165	135	30	30	39	1	2	63	5	10	0	2	13	
Professionals	2	2	0	0	1	0	0	1	0	0	0	0	0	
Technicians	2	2	0	0	1	0	1	0	0	0	0	0	0	
Sales Workers	6	5	1	1	0	0	0	4	0	0	0	0	1	
Office & Clerical	50	13	37	2	1	0	1	9	11	13	2	2	9	
Craftworkers (Skilled)	271	266	5	44	77	1	5	139	0	4	0	0	1	
Operatives (Semi-skilled)	34	26	8	3	16	0	0	7	0	5	0	1	2	
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Workers	2913	1948	965	629	890	26	74	329	206	589	31	10	129	
<b>TOTAL</b>	<b>3443</b>	<b>2397</b>	<b>1046</b>	<b>709</b>	<b>1025</b>	<b>28</b>	<b>83</b>	<b>552</b>	<b>222</b>	<b>621</b>	<b>33</b>	<b>15</b>	<b>155</b>	
Total employment From previous Report (if any)	3478	2321	1157	695	985	31	67	543	291	644	4	37	181	
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR <b>8 3 2010</b>
13. DATES OF PAYROLL PERIOD USED From: <b>9/3/12</b> To: <b>9/16/12</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Lloyd De France</b>	SIGNATURE 	TITLE <b>VP of Human Resources</b>	DATE MO DAY YEAR <b>06 28 2013</b>
17. ADDRESS NO. & STREET <b>417 5th Avenue 9th Floor</b>	CITY <b>New York</b>	COUNTY <b>Manhattan</b>	STATE <b>NY</b>
	ZIP CODE <b>10016</b>	PHONE (AREA CODE, NO., EXTENSION) <b>212 - 251 - 7872</b>	





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TEMCO BUILDING MAINTENANCE INC.

**Trade Name:**

**Address:** 1 PARK AVE  
NEW YORK, NY 10016-5802

**Certificate Number:** 0401318

**Effective Date:** January 16, 1963

**Date of Issuance:** December 05, 2013

**For Office Use Only:**

20131205080545783

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE

JOHN Mc GRATH  
DIRECTOR OF BUILDINGS & STREET

RICHARD FRED A  
DIRECTOR OF CUSTODIAL SERVICES



Steven M. Fulop Mayor

Michael Razzoli  
DIRECTOR OF PUBLIC WORKS

November 4, 2013

Chuk's Professional Cleaning  
109 Washington Ave. Side Office #4  
Belleville, NJ 07109

Attn: Livinus Mbamara

Subject: Janitorial Contract Extension

Dear Mr. Mbamara,

Please be advised your current Janitorial extension contract for (six) 6 months with the City of Jersey City expires October 31, 2013. However, the City is looking forward to extending this contract for (Six) 6 months. The contract will be on a month to month basis starting 11/1/2013 until the bids go out for a new contract.

Should you have any questions, please feel free to notify the office.

Sincerely,

  
John McGrath, Director  
Buildings & Street Maintenance

cc Michael Razzoli, Director Department of Public Works  
Richard Freda, Director of Custodial Services  
Silendra Bajjnauth, Fiscal Officer  
Peter Folgado, Purchasing Agent

file

jmg/jl



# CHUK'S PROFESSIONAL CLEANING INC.

Carpet & Upholstery Cleaning - Floor Waxing & Buffing

State of the Art Equipment/Professional Technicians

109 Washington Ave., Side Office #4, Belleville, NJ 07109

Tel (973) 759-0014 Toll FREE 1 866-844-0012 Fax (973) 759-0068



November 13, 2013

John McGrath  
Director of Buildings & Street Maintenance  
D.P.W.  
575 Route 440  
Jersey City, NJ 07305

Dear Mr. McGrath;

In response to your letter dated November 4, 2013, we accept the renewal of the Janitorial Services at the City of Jersey City. This extension will be on a month to month basis for the next six months.

Please feel free to contact the office if you should have any questions.

Sincerely,

Livinus Mbamara  
President of  
Chuk's Professional Cleaning, Inc.

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Zoila Bunay-Administrative Assistant  
Representative's Signature: [Signature]  
Name of Company: Chick's Professional Cleaning, Inc.  
Tel. No.: 973-759-0014 Date: 11/13/13

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

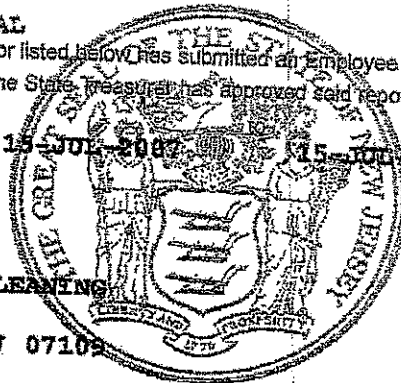
Certification

6030

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUL-2007 15-JUL-2014



CHUKS PROFESSIONAL CLEANING  
8 DAVIDSON STREET  
BELLEVILLE

NJ 07109



*Bradley A. DeLeon*

State Treasurer

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:

8 DAVIDSON ST  
BELLEVILLE NJ 07109  
EFFECTIVE DATE:

06/18/03

SEQUENCE NUMBER:

1219891

ISSUANCE DATE:

03/20/05

*John E. Tully*  
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**State of New Jersey**  
**Division of Public Contracts Equal Employment Opportunity Compliance**  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>2000000000</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 45
4. COMPANY NAME Chuk's Professional Cleaning Inc.		
5. STREET 109 Washington Ave.	CITY Belleville	COUNTY Essex
	STATE NJ	ZIP CODE 07109
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY
	STATE	ZIP CODE
Official Use Only	DATE RECEIVED	INAG DATE
		ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	All Employees		***** MALE *****							***** FEMALE *****			
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	2	2	0	2	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	2	0	2	0	0	0	0	0	1	1	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	41	25	16	10	10	0	5	0	8	8	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Total employment From previous Report (if any)	32	14	18	8	5	0	0	1	5	13	0	0	0
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0
12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Employment Record								14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		15. IF NO, DATE LAST REPORT SUBMITTED <b>4/13</b>			
13. DATES OF PAYROLL PERIOD USED FROM: 3/10/13 TO: 3/22/13													

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Zorla Benay</b>	SIGNATURE <i>Zorla Benay</i>	TITLE <b>Adm. Asst.</b>	DATE <b>11/13/13</b>
17. ADDRESS NO. & STREET 109 Washington Ave.	CITY Belleville	COUNTY Essex	STATE NJ
	ZIP CODE 07109	PHONE, AREA CODE, NO. 973 - 759 - 0014	

I certify that the information on this form is true and correct.

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City or Lerby City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Zoila Bunay - Administrative Asst.  
Representative's Signature: [Signature]  
Name of Company: Chuk's Professional Cleaning Inc  
Tel. No.: 973 759 0014 Date: 11/13/13

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Chuk's Professional Cleaning Inc.  
Address : 109 Washington Ave. Belleville, NJ 07109  
Telephone No. : 973 759 0014  
Contact Name : Zoila Bunay / Livinus Mbamara

Please check applicable category :

☒ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☐ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Chuk's Professional Cleaning Inc.

Address: 109 Washington Ave. Belleville, NJ 07109

Telephone No.: 973 759 0014

Contact Name: Zoila Bunay / Livinus Imbamaro

Please check applicable category:

<input checked="" type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13.839

Agenda No. \_\_\_\_\_ 10.7.8

Approved: \_\_\_\_\_ DEC 18 2013

TITLE:



**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH CITY ELECTRIC FOR FURNISHING AND DELIVERING ELECTRICAL SUPPLIES NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 12-827, approved on November 28, 2012, awarded a contract in the amount of \$37,474.92 to City Electric Supply to provide electrical supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

**WHEREAS**, the City desires to rebid this contract instead of exercising the options; and

**WHEREAS**, the City is currently revising and updating the bid specifications for Electrical Supplies and the revised bid specifications are expected to be available soon for advertisement; and

**WHEREAS**, it is necessary to extend the Electrical Supplies contract on a month to month basis not to exceed three (3) months effective December 1, 2013; and

**WHEREAS**, the total cost of the contract extension is ten thousand dollars (\$10,000.00); and

**WHEREAS**, funds in the amount of \$5,000.00 are available in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-211.

**WHEREAS**, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

(Continued on page 2)

City Clerk File No. Res. 13.839Agenda No. 10.7.8TITLE: DEC 18 2013

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH CITY ELECTRIC FOR FURNISHING AND DELIVERING ELECTRICAL SUPPLIES NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to extend the contract with City Electric Supply for electrical supplies for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The extension is on a month to month basis not to exceed three months effective as of December 1, 2013, and the total cost of the extension shall not exceed \$10,000.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)(2), additional contract funds will be encumbered in the 2014 temporary and permanent calendar year budgets; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 13-01-201-26-291-211 for payment of the above resolution.

MR/sb  
December 9, 2013

PO # 112051

APPROVED: [Signature] Michael Razzoli, Director, Department of Public Works

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM [Signature] Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rafael R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH CITY ELECTRIC FOR FURNISHING AND DELIVERING ELECTRICAL SUPPLIES NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

**2. Name and title of person initiating ordinance/resolution, etc.:**

Michael Razzoli, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

There exists a need for electrical supplies for the Department of Public Works.

**4. Reasons (need) for the proposed program, project, etc.:**

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH CITY ELECTRIC FOR FURNISHING AND DELIVERING ELECTRICAL SUPPLIES NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

**5. Anticipated benefits to the community:**

There exists a need for electrical supplies for the Department of Public Works.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

The cost of this contract extension is ten thousand dollars (\$10,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

February 28, 2014.

**9. Person responsible for coordinating proposed program, project, etc.:**

John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

---

Peter Folgado, Director of Purchasing, RPPO, QPA Date:

  
Signature of Department Director

12/9/13  
Date:

**CERTIFICATION OF MICHAEL E. RAZZOLI**

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH CITY ELECTRIC FOR FURNISHING AND DELIVERING ELECTRICAL SUPPLIES NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
3. The total funds requested for this contract extension is \$10,000.00 with a temporary encumbrancy of \$5,000.00.
4. The funds are available in **Buildings and Street Maintenance Operating Account No. 01-201-26-291-211**.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

12/9/13



\_\_\_\_\_  
Michael E. Razzoli  
Director of Department of Public Works





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI  
DIRECTOR

**MEMORANDUM**

---

**Date:** December 9, 2013

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Michael Razzoli, DPW Director

**Subject :** Contract Extension ( Electrical Supplies )

Resolution No. 12-827, approved on November 28, 2012, awarded a contract in the amount of \$37,474.92 to City Electric Supply to provide electrical supplies for the City of Jersey City. The bid specifications provided the City with the option to renew the contract for two additional one-year periods. The City desires to rebid this contract instead of exercising the options.

The City is currently revising and updating the bid specifications for Electrical Supplies and the revised bid specifications are expected to be available soon for advertisement. It is necessary to extend the Electrical Supplies contract on a month to month basis not to exceed three (3) months effective December 1, 2013. The total cost of the contract extension is **ten thousand dollars (\$10,000.00).**

Should you have any questions or need any additional justifications regarding this contract extension, please do not hesitate to call my office at X 4400/01.

Michael Razzoli

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution authorizing a month to month extension of a contract with City Electric for furnishing and delivering electrical supplies not to exceed three(3) months effective as of December 1, 2013 for the Department of Public Works / Division of Buildings and Street Maintenance.

**Project Manager**

Department/Division	DPW	Buildings and Street
Name/Title	John McGrath	Director
Phone/email	201-547-4432	McGrathj@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this resolution is to provide electrical supplies for various buildings citywide.

**Cost (Identify all sources and amounts)**

City Funds (Buildings & Street Operating)  
01-201-26-291-211  
\$10,000.00

**Contract term (include all proposed renewals)**

12/1/13 to 02/28/14

**Type of award**

Bid

**If "Other Exception", enter type**

Contract Extension

**Additional Information**

The City desires to rebid this contract instead of exercising the options. The City is currently revising and updating the bid specifications for Electrical Supplies and the revised bid specifications are expected to be available soon for advertisement.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

12/11/13  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 12-827

Agenda No. 10.2.8

Approved: NOV 28 2012

TITLE:



## **RESOLUTION AWARDING AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY FOR THE FURNISHING AND DELIVERING OF MATERIAL PROCUREMENT ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

### **COUNCIL**

#### **OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Material Procurement Electrical Supplies to the City of Jersey City, Department of Public Works/ Division of Building and Street Maintenance; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received Two (2) Bids, the lowest bid being that from City Electric Supply, 374 Sixth Street, Jersey City NJ 07302 in the total bid amount of Thirty Seven Thousand, Four Hundred Seventy Four (\$37,474.92) Dollars and Nine Two Cents ; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bids to be fair and reasonable; and

**WHEREAS**, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year term pursuant to specifications and bids thereon; and

**WHEREAS**, the sum of Thirty Seven Thousand, Four Hundred Seventy Four (\$37,474.92) Dollars and Nine Two Cents , will be budgeted for the 2012, 2013, 2014 and 2015 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the funds for this purchase are available in Account #01-201-26-291-211; and

**WHEREAS**, the sum of Seven Thousand (\$7,000.00) Dollars is available in the 2012 temporary budget; and

#### **Department of Public Works/Division of Building & Street Maintenance**

<b>Acct #</b>	<b>P.O #</b>	<b>Temp. Encumb.</b>	<b>Amount</b>
01-201-26-291-211	100197		\$7,000.00
<b>TOTAL CONTRACT</b>			<b>\$37,474.92</b>

**WHEREAS**, the remaining contract funds will be made available as orders are placed in the 2012 thru 2015 temporary and permanent budgets; and

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.; and

(continued on Page 2)

City Clerk File No.

Res. 12-827

Agenda No.

10.Z.8 NOV 28 2012

TITLE:

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY FOR THE FURNISHING AND DELIVERING OF MATERIAL PROCUREMENT ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2012 thru 2015 temporary and permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned City Electric Supply, be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractors shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Division of Building & Street Maintenance

Acct #	P.O #	Amount
01-201-26-291-211	108197	Temp. Encumb. \$7,000.00
<b>TOTAL CONTRACT</b>		<b>\$37,474.92</b>

APPROVED

Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.28.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

# BID PROPOSAL / DOCUMENTS

## ELECTRICAL SUPPLIES & MATERIAL

### DPW / DIVISION OF BUILDINGS & STREET MAINTENANCE

This contract will be awarded as an open – end contract. The minimum and the maximum number of quantities for each item or as stated below.

**\*\*\* Vendor must bid on the maximum number in column B**

<u>ITEM</u>	<u>***QUANTITY- MINIMUM &amp; MAXIMUM</u>	<u>DESCRIPTION</u>	<u>UNIT AMOUNT</u>	<u>EXTENDED AMOUNT</u>
<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>(D X B)</u>
1.	35-55 ea.	20 Amp G.F.I. Receptacles, Ivory, part # Leviton 6898HGI or approved equal	18.86	1037.30
2.	15-25 ea.	Honeywell Thermostats, Part # T87 or approved equal	25.99	649.75
3.	55-110 ea.	Pairs of Madison Holders or approved equal	.19	20.90
4.	2-4 ea.	½ "E.M.T. bender, Greenlee, part # 840 or approved equal	35.65	142.60
5.	2-4 ea.	¾ " E.M.T. bender, Greenlee, part # 841 or approved equal	42.90	171.60
6.	100- 200 ea.	Ty Raps, 15" long, ideal , part # 15650 or approved equal	3.82 <sup>1/2</sup>	7.64
7.	15-25 ea.	½ " Sealtite Straight Connectors or approved equal	.93	23.25
8.	15-25 ea.	½ " Sealtite Angle Connectors or approved equal	1.81	45.25
9.	15 - 25 ea.	¾ " Sealtite Straight Connectors or approved equal	1.57	39.25
10.	15 - 25 ea.	¾ " Sealtite Angle Connectors or approved equal	2.84	71.00
11.	15 - 25 ea.	Tri - tap Bell Transformers	11.02	275.50
12.	5 -10 ea.	Silicon Control Rectifiers for door openers	16.08	160.80
13.	150 - 250 ea.	Compression Connectors Low Volt Chiclets	.5	125.00
14.	1,000 - 2,000 ft.	14 X 2 BX Wire	390 <sup>1/2</sup>	780.00
15.	2,000 - 4,000 ft.	12 X 2 BX Wire	395 <sup>1/2</sup>	1580.00

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
16	2 - 4 ea.	7/8" Hole Saws	3.65	14.60
17	2,000 - 4,000 ft.	12 X 3 BX Wire	687 <sup>1M</sup>	2,748.00
18	1,000 - 2,000 ea.	Plastic Anchor Boxes	1.50	30.00
19	10 - 15 ea.	1/4" Carbide Bits for Roto Hammers	3.00	45.00
20	100 - 200 ea.	Lead Shields for #12 Sheet Metal Screws, (Star)	.30	60.00
21	15 - 25 ea.	Emergency Lite Packs, Battery Pack Op.	13.22	330.50
22	15 - 25 ea.	Exit Signs Packs, Battery Pack Op.	13.22	330.50
23	15 - 25 ea.	Combination Exit & Emergency Light Packs, Battery Pack Op.	31.05	776.25
24	200 - 300 ea.	Duplex Receptacle Plates, Ivory	.20	60.00
25	50 - 100 ea.	Single Pole Switch Plates, Ivory	.20	20.00
26	10 - 20 ea.	Two Gang Duplex Receptacle Plates, Ivory	.41	8.20
27	10 - 20 ea.	Two Gang Switch Plates, Ivory	.41	8.20
28	55 - 75 ea.	3-Wire Cord Caps	3.06	224.50
29	55 - 75 ea.	3-Wire Cord Bodies	4.03	302.25
30	55 - 75 ea.	4" Rd Boxes	.71	53.25
31	5 - 10 ea.	Single Pole ST Time Clocks	41.22	412.20
32	5 - 10 ea.	Single Pole ST 7 Day Time Clocks	79.35	793.50
33	50 - 100 ea.	4" Square Boxes, 3/4 X 1/2 KO's	.59	59.00 ✓
34	30 - 50 ea.	4" Square Deep Boxes, 3/4 X 1/2	.90	45.00
35	30 - 50 ea.	4" Square Extension Collars	1.26	63.00
36	10 - 20 ea.	4 11/16" Boxes	1.32	26.40
37	200 - 400 ea.	4" Square Blank Covers	.30	120.00
38	40 - 50 ea.	4" Square Duplex Receptacle Covers	.66	33.00
39	40 - 50 ea.	4" Square Double Duplex Covers	.66	33.00
40	40 - 50 ea.	Gem Boxes Rough In	1.09	54.50
41	40 - 50 ea.	Single Pole Switch Covers	.66	33.00

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
42	20 - 30 ea.	Two Gang Switch Covers	0.73	21.90
43	200 - 300 ea.	2 X 4 Recessed Lighting	39.10	11,730.00
44	20 - 40 ea.	Two-Lite 96 Strips	30.00	1200.00
45	45 - 55 ea.	Two-Lite 4" Fluorescent Light Fixtures	30.00	1,650.00
46	75 - 150 ea.	Two Lite #96 Ballasts, (Universal #806 or approved equal)	15.64	2,346.00
47	75 - 150 ea.	Two-Lite #48 Ballasts, (Universal #446 or approved equal)	9.02	1,353.00
48	500 - 1,000 ft.	1/2" E.M.T. Conduit	16.77	167.70
49	200 - 400 ft.	3/4" E.M.T. Conduit	35.44	141.76
50	100 - 200 ft.	1" E.M.T. Conduit	61.82	123.64
51	75 - 150 ea.	Single Pole 20 Amp G.E. Circuit Breakers, or approved equal	3.34	501.00
52	40 - 60 ea.	Single Pole 15 Amp G.E. Circuit Breakers, or approved equal	3.34	200.40
53	20 - 30 ea.	Two Pole 15 Amp G.E. Circuit Breakers, or approved equal	7.53	225.90
54	20 - 30 ea.	Two Pole 20 Amp G.E. Circuit Breakers, or approved equal	7.53	225.90
55	20 - 30 ea.	Two Pole 30 Amp G. E. Circuit Breakers, or approved equal	7.53	225.90
56	20 - 30 ea.	1/2" L.B. Covers & Gaskets	2.75	82.50
57	200 - 300 ea.	Duplex Receptacles or approved equal	0.41	123.00
58	100 - 200 ea.	Single Pole Switches or approved equal	0.44	88.00
59	20 - 30 ea.	Three Way Switches, Leviton or approved equal	0.96	28.80
60	40 - 50 ea.	Leviton #CR-20-1 Electrical Receptacles, or approved equal	1.03	51.50
61	0 - 20 ea.	#30-541 Ideal Wirenuts, 100 per bx	4.00 /c	80.00
62	10 - 20 ea.	#30-642 Ideal Wirenuts, 100 per bx	5.00 /c	100.00
63	5 - 10 bxs.	#30-253 Wirenuts, 100 per box	6.00 /c	60.00

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
64	5 - 10 bxs.	#30-192 Wirenuts, 100 per box	8.00 /c	80.00
65	5 - 10 bxs.	#31-052 Wirenuts, 100 per box	9.00 /c	90.00
66	50 - 100 ea.	Scotch Lok Blues Wirenuts	15.00 /c	15.00
67	25 - 50 ea.	Rolls of #33 Scotch Plastic Tape	3.48	174.00
68	10 - 20 ea.	Rolls of White #35 Scotch Plastic Masking Tape, or approved equal	3.48	69.60
69	10 - 20 ea.	Rolls of Red Scotch Plastic, Masking Tape, or approved equal	.81	16.20
70	10 - 20 ea.	Rolls of Green Scotch Plastic Masking Tape, or approved equal	.81	16.20
71	5 - 10 ea.	Rolls of #23 Rubber Tape	4.31	43.10
72	125 - 250 ft.	#500 Wiremold	.86	215.00
73	40 - 50 ea.	#5747 Boxes	4.46	223.00
74	20 - 30 ea.	#5785 Boxes	2.67	80.10
75	10 - 20 ea.	#5786 Boxes	7.32	146.40
76	10 - 20 ea.	#5790-B Boxes	2.47	49.40
77	10 - 20 ea.	#5781 Boxes	2.31	46.20
78	10 - 20 ea.	#5751 Boxes	4.81	96.20
79	10 - 20 ea.	#5748 Boxes	5.40	108.00
80	10 - 20 ea.	#5747-2 Boxes	8.67	173.40
81	10 - 20 ea.	#5737-A Boxes	8.79	175.80
82	10 - 20 ea.	#5738-A Boxes	8.16	163.20
83	0 - 2 ea.	Greenlee #00113	7.17	14.34
84	6 - 12 ea.	Greenlee #00115	5.50	66.00
85	3 - 6 ea.	Greenlee #38504	8.22	49.32
86	3 - 6 ea.	Greenlee #39873 Pilot Bits	1.13	6.78
87	6 - 12 ea.	Greenlee #18-5/8	17.71	212.52
88	6 - 12 ea.	Greenlee #18-3/4	20.71	248.52
89	6 - 12 ea.	Greenlee #18-7/8	22.60	271.20



ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
90	0 - 2 ea.	Greenlee #149-G-1	5.47	10.94
91	0 - 2 ea.	Greenlee #149G-3/4	4.86	9.72
92	0 - 2 ea.	Greenlee #149G-3	37.19	74.38
93	100 - 200 ea.	1/4" X 3" Toggle Bolts	9.20	18.40
94	3 - 6 ea.	1/2" Arbors for Hole Saws	4.62	27.72
95	3 - 6 ea.	7/8" X 6" Nailers	14.89	89.34
96	30 - 40 ea.	#517 Internal Elbows	1.55	62.00
97	10 - 20 ea.	#518 Internal Elbows	1.43	28.60
98	40 - 50 ea.	V504, 2 Hole Wiremold Straps	.23	11.50
99	50 - 100 ea.	#5703, Wiremold Straps	.34	34.00
100	40 - 50 ea.	#511 Flat Elbows	1.23	61.50
101	500 - 1,000 ft.	#10, Black THWN Wire	1M 195.00	195.00
102	500 - 1,000 ft.	#10, Red, THWN Wire	1M 195.00	195.00
103	500 - 1,000 ft.	#10 Blue, THWN Wire	1M 195.00	195.00
104	500 - 1,000 ft.	#10 White, THWN Wire	1M 195.00	195.00
105	500 - 1,000 ft.	#10, Green, THWN Wire	1M 195.00	195.00
106	125 - 250 ft.	#8 Green, THWN Wire	1M 304.00	195.00
107	125 - 250 ft.	#6 Green, THWN Wire	1M 469.00	117.25
108	125 - 250 ft.	#6 Black, THWN Wire	1M 469.00	117.25
109	125 - 250 ft.	#6 Red, THWN Wire	1M 469.00	117.25
110	125 - 250 ft.	#6 Blue, THWN Wire	1M 469.00	117.25
111	125 - 250 ft.	#6 White, THWN Wire	1M 469.00	117.25
112	40 - 50 ea.	4" Round Plates, (Blank)	.29	14.50

NOTE: This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item or as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

City Clerk  
7/11

## BID PROPOSAL / DOCUMENTS

### GRAND TOTAL PRICE – ITEMS 1 THROUGH 112

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 112. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

### INCLUSIVE

Thirty Seven Thousand Four Hundred Seventy Four and Ninety Two

(In Writing)

\$ 37,474.92

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 112. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Isabella Cirilli

Representative's Signature: Isabella Cirilli

Name of Company: City Electric Supply LLC

Tel. No.: 201-216-0013 Date: 11-1-13



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CITY ELECTRIC SUPPLY, LLC

**Trade Name:**

**Address:** 374 SIXTH STREET  
JERSEY CITY, NJ 07302-1807

**Certificate Number:** 1106451

**Effective Date:** November 15, 2004

**Date of Issuance:** November 04, 2013

**For Office Use Only:**

20131104113456924

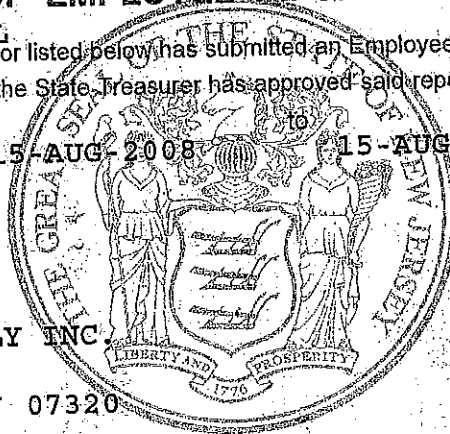
Certification 42479

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2008 to 15-AUG-2015



CITY ELECTRICAL SUPPLY INC.  
374 6TH STREET  
JERSEY CITY NJ 07320



*[Signature]*

State Treasurer

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : City Electric Supply  
Address : 374 6<sup>th</sup> ST Jersey City N.J. 07302  
Telephone No. : 201-216-0015  
Contact Name : Isabel Villal

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☒ Woman Owned business (WBE)      ☐ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE

P.O. BOX 026

TRENTON, NJ 08625-034

PHONE: 609-292-2146 FAX: 609-984-6679

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF  
State Treasurer

### CERTIFIED

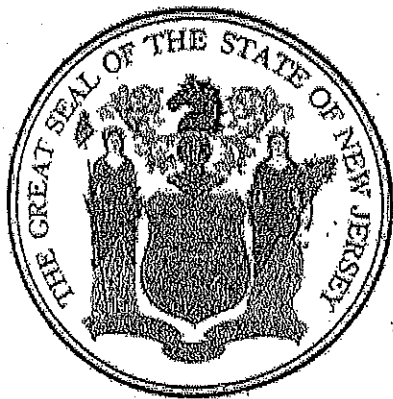
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CITY ELECTRIC SUPPLY LLC** is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification:



*Andrew Pantelides*  
Andrew Pantelides  
Assistant Director

Issued: August 31 2012  
Certificate Number: 60763-15

Expiration: August 30, 2015

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.840

Agenda No. 10.Z.9

Approved: DEC 18 2013

TITLE:



**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH TILCON NEW YORK FOR FURNISHING AND DELIVERING ASPHALT MATERIALS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 12-826, approved on November 28, 2012, awarded a contract in the amount of \$159,875.00 to Tilcon New York to provide asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

**WHEREAS**, the City desires to rebid this contract instead of exercising the options; and

**WHEREAS**, the City is currently revising and updating the bid specifications for Asphalt Materials and the revised bid specifications are expected to be available soon for advertisement; and

**WHEREAS**, it is necessary to extend the Asphalt Materials contract on a month to month basis not to exceed three (3) months effective December 1, 2013; and

**WHEREAS**, the total cost of the contract extension is forty five thousand dollars (\$45,000.00); and

**WHEREAS**, funds in the amount of \$5,000.00 are available in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-211.

**WHEREAS**, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

(Continued on page 2)



City Clerk File No. Res. 13.840Agenda No. 10.Z.9TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH TILCON NEW YORK FOR FURNISHING AND DELIVERING ASPHALT MATERIALS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to extend the contract with City Tilcon New York for asphalt materials for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The extension is on a month to month basis not to exceed three months effective as of December 1, 2013, and the total cost of the extension shall not exceed **\$45,000.00**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)(2), additional contract funds will be encumbered in the 2014 temporary and permanent calendar year budgets; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Buildings and Street Operating Account No. 13-01-201-26-291-211** for payment of the above resolution.

MR/sb  
December 9, 2013

PO # 112052

APPROVED: [Signature] 12/4/13 Michael Rizzoli, Director, Department of Public Works

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM: [Signature] Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH TILCON NEW YORK FOR FURNISHING AND DELIVERING ASPHALT MATERIALS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Michael Razzoli, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

There exists a need for asphalt materials for the Department of Public Works.

**4. Reasons (need) for the proposed program, project, etc.:**

RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH TILCON NEW YORK FOR FURNISHING AND DELIVERING ASPHALT MATERIALS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

**5. Anticipated benefits to the community:**

There exists a need for asphalt materials for the Department of Public Works.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

The cost of this contract extension is forty five thousand dollars (\$45,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

February 28, 2014.

**9. Person responsible for coordinating proposed program, project, etc.:**

John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

---

Peter Folgado, Director of Purchasing, RPPO, QPA Date:

  
Signature of Department Director

12/9/13  
Date:


**CERTIFICATION OF MICHAEL E. RAZZOLI**

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION OF A CONTRACT WITH TILCON NEW YORK FOR FURNISHING AND DELIVERING ASPHALT MATERIALS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF DECEMBER 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
3. The total funds requested for this contract extension is \$45,000.00 with a temporary encumbrancy of \$5,000.00.
4. The funds are available in **Buildings and Street Maintenance Operating Account No. 01-201-26-291-211**.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

12/9/13

  
\_\_\_\_\_  
Michael E. Razzoli  
Director of Department of Public Works



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI  
DIRECTOR

**MEMORANDUM**

**Date:** December 9, 2013

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Michael Razzoli , DPW Director

**Subject :** Contract Extension ( Asphalt Materials )

Resolution No. 12-826, approved on November 28, 2012, awarded a contract in the amount of \$159,875.00 to Tilcon New York to provide asphalt materials for the City of Jersey City. The bid specifications provided the City with the option to renew the contract for two additional one-year periods. The City desires to rebid this contract instead of exercising the options.

The City is currently revising and updating the bid specifications for Asphalt Materials and the revised bid specifications are expected to be available soon for advertisement. It is necessary to extend the asphalt materials contract on a month to month basis not to exceed three (3) months effective December 1, 2013. The total cost of the contract extension is **forty five thousand dollars (\$45,000.00).**

Should you have any questions or need any additional justifications regarding this contract extension, please do not hesitate to call my office at X 4400/01.

  
Michael Razzoli

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution authorizing a month to month extension of a contract with Tilcon New York for furnishing and delivering asphalt materials not to exceed three (3) months effective as of December 1, 2013 for the Department of Public Works / Division of Buildings and Street Maintenance.

**Project Manager**

Department/Division	DPW	Buildings and Street
Name/Title	John McGrath	Director
Phone/email	201-547-4432	McGrathj@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this resolution is to provide asphalt materials for pothole repairs throughout the City.

**Cost (Identify all sources and amounts)**

City Funds (Buildings & Street Operating)  
01-201-26-291-211  
\$45,000.00

**Contract term (include all proposed renewals)**

12/1/13 to 02/28/14

**Type of award**

Bid

**If "Other Exception", enter type**

Contract Extension

**Additional Information**

The City desires to rebid this contract instead of exercising the options. The City is currently revising and updating the bid specifications for Asphalt Materials and the revised bid specifications are expected to be available soon for advertisement.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

12/11/13

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 12-826

Agenda No. 10.2.7

Approved: NOV 28 2012

TITLE:



## **RESOLUTION AWARDING AN OPEN-END CONTRACT TO TILCON NEW YORK, INC FOR FURNISHING AND DELIVERING ASPHALT MATERIALS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

### **COUNCIL**

#### **OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Furnishing & Delivering Asphalt Materials** to the City of Jersey City for the Department of Public Works/Division of Building & Streets Maintenance pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1) Bids**, the sole responsible bid being that from **Tilcon New York, Inc., 625 MT. Hope Road, Wharton, New Jersey 07885**, in the total bid amount of **One Hundred Fifty Nine Thousand, Eight Hundred Seventy Five (\$159,875) Dollars**; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, this contract is awarded as an open-end contract, for the period of **(1) one year** and the City has the option to extend the contract for up to **two (2) additional one (1) year terms**; and

**WHEREAS**, the sum of **One Hundred Fifty Nine Thousand, Eight Hundred Seventy Five (\$159,875) Dollars**, will be budgeted for the **2012, 2013, 2014 and 2015 temporary and permanent budgets** to the approval of said budget by the Municipal Council; and

**WHEREAS**, the funds for this purchase are available in **Account # 01-201-26-291-211**

**WHEREAS**, sum of **Five Thousand Dollars (\$5,000.00)** is available in the **2012 permanent budget**; and

#### **Dept. of Public Works/Division of Building & Street Maintenance**

<b>Acct. No.</b>	<b>P.O. #</b>	<b>Amount</b>
<b>01-201-26-291-211</b>	<b>108184</b>	<b>Temp. Encumb. \$5,000.00</b>
		<b>Total Contract \$159,875.00</b>

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

**WHEREAS**, the remaining contract funds will be made available in the **2012, 2013, 2014 and 2015 temporary and permanent budgets**; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the **2012 thru 2015 temporary and permanent budgets**; and

**WHEREAS**, if funds are not available for the contract in the **2012 thru 2015 temporary and permanent budgets**, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Tilcon New York, Inc.,** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

City Clerk File No. Res. 12-826Agenda No. 10.Z.7 NOV 28 2012

TITLE:

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO TILCON NEW YORK, INC FOR FURNISHING AND DELIVERING ASPHALT MATERIALS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then, payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account No. 01-201-26-291-211

Dept. of Public Works/Division of Building &amp; Street Maintenance

Acct. No.  
01-201-26-291-211P.O. #  
108184Temp. Encumb.  
Total ContractAmount  
\$5,000.00  
\$159,875.00

Approved by

Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.28.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO TILCON NEW YORK, INC FOR FURNISHING AND DELIVERING ASPHALT MATERIALS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

One (1)

**DATE BIDS WERE PUBLICLY RECEIVED:**

October 16, 2012

**NUMBERS OF BIDS RECEIVED:**

One (1)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Asphalts Materials for the Department of Public Works/Division of Building & Street Maintenance

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Tilcon New York, Inc 325 MT. Hope Road Wharton, NJ 07885	\$159,875.00

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

11/20/12  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA



## BID PROPOSAL/DOCUMENTS

### TOTAL BID PRICE:

This contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for each item or as stated below.

Vendor will bid on the maximum number quantity.

Item No. 1: Minimum 1500 - Maximum 2200 Tons of F.A.B.C. Material (fine Aggregate Concrete 3/8").

2200 Tons @ \$ 67.50 Per Ton for a Total Cost of \$ 148,500.00  
(Unit Price in Figures) (Total Cost Item 1 in Figures)

SIXTY SEVEN DOLLARS AND FIFTY CENTS Per Ton ONE HUNDRED FORTY EIGHT THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS  
(Write Unit Price) (Write Total Cost - Item 1)

Item No. 2: Minimum 60 - Maximum 65 Tons of Bituminous Concrete (Cold Patch) to be picked up and delivered when needed. Twenty-four (24) hours delivery notice.

65 Tons @ \$ 175.00 Per Ton for a Total Cost of \$ 11,375.00  
(Unit Price in Figures) (Total Cost Item 2 in Figures)

ONE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS Per Ton ELEVEN THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS  
(Write Unit Price) (Write Total Cost - Item 2)

NOTE: This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item or as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

## BID PROPOSAL / DOCUMENTS

### GRAND TOTAL PRICE – ITEMS 1 THROUGH 2

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 2. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

#### INCLUSIVE

ONE HUNDRED FIFTY NINE THOUSAND  
EIGHT HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS

(In Writing)

\$ 159,875.00

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 2. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jean F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@icnj.org](mailto:abuanJ@icnj.org)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

**SEÁN T. O'SULLIVAN, VICE PRESIDENT**

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

973-366-7741

Date:

10/16/13

**TILCON NEW YORK INC.**

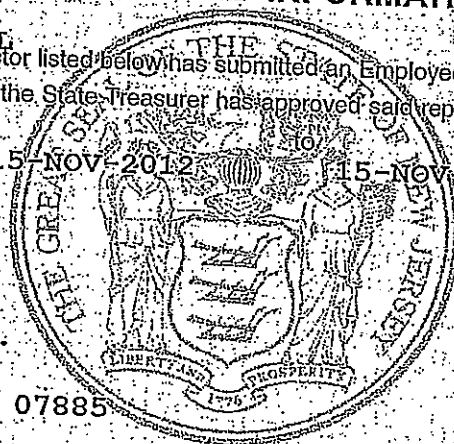
Certification 826  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

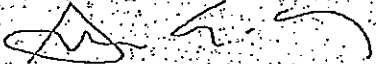
**RENEWAL**  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2012 to 15-NOV-2015

**TILCON NEW YORK, INC.**  
625 MT. HOPE ROAD  
WHARTON

**NJ 07885**



  
Andrew P. Sidamon-Eristoff  
State Treasurer

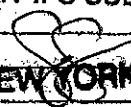
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): SEÁN T. O'SULLIVAN, VICE PRESIDENT  
Representative's Signature:   
Name of Company: TILCON NEW YORK INC.  
Tel. No.: 973-266-7741 Date: 10/16/13

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : TILCON NEW YORK INC.  
Address : 625 MT. HOPE ROAD  
WHARTON, NEW JERSEY 07885  
Telephone No. : 973-366-7741  
Contact Name : SEÁN T. O'SULLIVAN, VICE PRESIDENT

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: TILCON NEW YORK INC.

Address: 625 MT. HOPE ROAD  
WHARTON, NEW JERSEY 07885

Telephone No.: 973-366-774

Contact Name: SEAN T. O'SULLIVAN, VICE PRESIDENT

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
TILCON-NEW YORK INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#  
061-032-119/000

CONTRACTOR CERTIFICATION#  
0108597

ADDRESS  
625 MT HOPE RD  
WHARTON NJ 07885

ISSUANCE DATE:  
12/11/01

EFFECTIVE DATE  
04/11/97

FORM-BRC(08-01)

*Patricia A. Chiacchis*  
Director, Division of Revenue

-This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number  
605169

Registration Date: 02/19/2012  
Expiration Date: 02/18/2014



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

#### Responsible Representative(s):

Christopher J. Madden, President  
George W. Thompson, Vice-President  
Charlie P. Brassell, Jr., Secretary

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

#### Responsible Representative(s):

Tilcon New York, Inc  
**2012**

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON-TRANSFERABLE

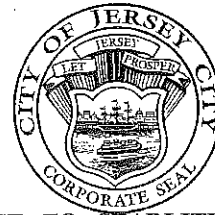
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.841

Agenda No. 10.Z.10

Approved: DEC 18 2013

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS AT NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

### **COUNCIL**

### **OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for a **Maintenance Contract for Sports Lighting and Scoreboards at Numerous Ballfields** for the Department of Public Works/Park Maintenance pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, , the lowest responsible bid being that from **Starlite Electric, LLC, 260 Main Street, Keansburg, New Jersey 07734** in the total bid amount of **One Hundred Thirty Four Thousand, Nine Hundred Eighty (\$134,980.00) Dollars**; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the contract shall be for a period of one (1) year and the City reserves the option to renew the contract for two (2) additional one (1) year terms pursuant to specifications and bids thereon; and

**WHEREAS**, the sum of **One Hundred Thirty Four Thousand, Nine Hundred Eighty (\$134,980.00) Dollars** will be budgeted for the 2013, 2014, 2015 and 2016 Budget Years subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the sum of **Thirty Thousand (\$30,000.00) Dollars** will be available in the 2013 permanent budget; and

**WHEREAS**, the funds for this purchase are available in **Operating Account #01-201-28-375-312**; and

### **Dept. of Public Works/Division of Park Maintenance**

<b>Acct. No.</b>	<b>P.O. No.</b>		<b>Amount</b>
<b>01-201-28-375-312</b>	<b>111984</b>	<b>Temp Encumb.</b>	<b>\$30,000.00</b>
		<b>Total Contract</b>	<b>\$134,980.00</b>

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**WHEREAS**, the remaining contract funds will be made available in the 2013, 2014, 2015 and 2016 temporary and permanent budgets; and

(Continued on page 2)

DEC 18 2013

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS AT NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**WHEREAS**, if funds are not available for the contract in the 2013, 2014, 2015 and 2016 temporary and permanent budgets, this award will be null and void.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Starlite Electric LLC** be accepted and that a contract be awarded to said companies in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, \_\_\_\_\_, **Donna Mauer, Chief Financial Officer**, certify that there are sufficient funds available for payment of this above resolution in **Account No. 01-201-28-375-312**.

**Dept. of Public Works/Division of Park Maintenance**

Acct. No.	P.O. No.	Temp Encumb.	Amount
01-201-28-375-312	111984		\$30,000.00
		<b>Total Contract</b>	<b>\$134,980.00</b>

**APPROVED** \_\_\_\_\_

**Peter Folgado, Director of Purchasing**

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_

Corporation Counsel

Certification Required ☐

Not Required ☐

**APPROVED** 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS AT NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Michael Razzoli, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Six (6)

**DATE BIDS WERE PUBLICLY RECEIVED:**

October 31, 2013

**NUMBERS OF BIDS RECEIVED:**

Three (3)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Maintenance contract for Sport Lighting and Scoreboards at Numerous Ballfields for the Department of Public Works/Division of Park Maintenance.

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Startlite Electric LLC 260 Main Street, Ste 1 Keansburg, NJ 07734	\$134,980.00
2) Sal Electric Co, Inc 83 Fleet Street Jersey City, NJ 07306	\$161,740.00 * Rejected
3) Faigon 140 Eleventh Street Piscataway, NJ 08854	\$191,600.00

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

12/5/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution authorizing the award of a contract to Starlite Electric for Sports Lighting and Scoreboards at numerous Ballfields for the Department of Public Works / Division of Parks Maintenance.

**Project Manager**

Department/Division	DPW	Parks Maintenance
Name/Title	Cleveland Snow	Acting Director
Phone/email	201-547-4495	Csnow@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this resolution is to provide sports lighting and scoreboards maintenance at numerous Ballfields Citywide.

**Cost (Identify all sources and amounts)****Contract term (include all proposed renewals)**

City Funds (Parks Maintenance Operating)  
01-201-28-375-312  
Contract amount = \$134,980.00

12/18/13 to 12/17/14

Type of award

Bid

If "Other Exception", enter type

**Additional Information**

This was a bid. Six (6) proposals were picked up and three (3) bids were received by Purchasing.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

12/11/13  
Date

# BID PROPOSAL

## LIST OF PRICES:

### Item No. 1 - Seasonal Start-Up Service

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

<u>Site</u>	<u>Address</u>	<u>Bid Price for Seasonal Start-Up</u>
A. Pershing Field	Central & Manhattan Ave.	\$ <u>3,785</u>
B. Mary Benson Ballfield	Mercedes St. & Newark Ave.	\$ <u>250</u> (Lights Only)
C. Country Village Little League	Sycamore Rd. & Colonia Dr.	\$ <u>1,650</u>
D. Caven Point Recreational Fac.	Caven Point Rd. & Chapel Ave	\$ <u>5,720</u>
E. Roberto Clemente	6th St. & Manila Avenue	\$ <u>150</u>
F. Montgomery Gateway Recreational Complex	Mercedes & Grand Streets	\$ <u>1,895</u> (Lights Only)
G. Enos Jones Field	8th St. & Brunswick Ave.	\$ <u>3,200</u>
H. Westside Little League	Westside & Pavonia Avenues	\$ <u>1,620</u>
I. Bayside Park Fields		\$ <u>750</u>
J. Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	\$ <u>4,750</u>
K. Metro Field	Westside Avenue	\$ <u>2,975</u>
L. Initial sets of material (three (3) sets of lamps and ballasts). Total cost including mark up.		\$ <u>1,985</u>
TOTAL BID PRICE ITEM #1	<u>Twenty Eight thousand</u> (In Writing) <u>Seven hundred thirty dollars</u>	\$ <u>28,730</u> (In Figures)

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (owned and rented), etc., including bucket trucks and other lifting equipment.



## BID PROPOSAL - Continued

### Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful Bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written approval by the City's Purchasing Agent.

250 Hours \_\_\_\_\_ Times \$ 260 /Hour = \$ 65,000  
Total Cost

175 Hours \_\_\_\_\_ Times \$ 150 /Hour = \$ 26,250  
Unit Cost Helper Total Cost

TOTAL BID PRICE ITEM #2 Ninety One Thousand \$ 91,250  
(In Writing) (In Figures)  
Two Hundred Fifty  
dollars

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING BUCKET TRUCKS AND OTHER LIFTING EQUIPMENT NECESSARY TO PERFORM THE WORK.

### Item No. 3 - Parts Allowance

Included in the total bid amount will be the sum of Fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Fifteen Thousand Dollars \$ 15,000.00  
(In Writing) (In Figures)

BID PROPOSAL  
(Continued)

**GRAND TOTAL PRICE ITEMS 1 THROUGH 3**

The price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

**INCLUSIVE**

One hundred Thirty Four (In Writing) Thousand Nine Hundred Eighty dollars	\$ 134,980. <sup>00</sup> (In Figures)
--	---

The contract will be awarded on the grand total amount for item nos. 1 through 3 above. However, is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, the actual Contract Price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price will be the increased based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment and extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. Index Rate means the rate of annual percentage increases, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Dennis Lucas / Sole Member

Representative's Signature: [Signature]

Name of Company: StarTec Electric Tel. No.: 732-495-7600 Date: 10/31/2013

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the Sole Member of Starlite Electric (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Dennis Lucas / Sole Member  
Representative's Signature: [Signature]  
Name of Company: Starlite Electric, LLC  
Tel. No.: 732-495-7600 Date: 10/31/2013

Starlite Electric, LLC  
Dennis Lucas  
Sole Member

# ★STARLITE ELECTRIC, LLC

260 Main Street, Suite #1, Keansburg, NJ 07734

Phone: 732/495-7600 \*\*\* Fax: 732/495-7688

NJ LIC #10606

Date: 10/31/13

Local Union: \_\_\_\_\_

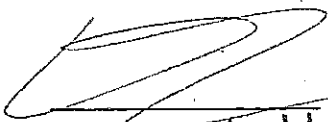
Re: Sports Lighting & Scoreboards @ Numerous Ballfields Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of 10 % of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,



Starlite Electric, LLC  
Dennis Lucas  
Sole Member

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Starlite Electric, LLC

Address : 260 Main St. Sotol Keansburg NJ 07734

Telephone No. : 732-495-7600

Contact Name: Dennis Lucas

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

SBE

#### Definitions:

##### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

##### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: Sports Lighting & Scoreboards @ Domeaus Fields #                     

Contractor: Starlite Electric, LLC Bid Amt. \$ 134,980.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

MWBE Page 3 Project Sports Lighting and Scoreboards @ Numerous Fields

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
N/A					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor

Starlite Electric, LLC

By: Signature

Dennis Lucas

Sole Member

Type or print name/title: Dennis Lucas / Sole Member

Telephone No: 732-495-7600 Date 10-31-2013

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

**EQUAL EMPLOYMENT OPORTUNITY COPY**



STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect  
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location described herein.  
This authorization is null and void if any change of ownership or address is effected.

STARLITE ELECTRIC LLC  
29 NATE LANE  
HOWELL NJ 07731

Tax Registration No. 341-998-379/000  
Tax Effective Date 11-05-04  
Document Locator No. ID000182272  
Date Issued 06-16-04

*Robert A. Thompson*  
Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
P.O. BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
STARLITE ELECTRIC LLC  
ADDRESS:  
29 NATE LANE  
HOWELL NJ 07731  
EFFECTIVE DATE:  
05/26/04

TRADE NAME:  
SEQUENCE NUMBER:  
1069595  
ISSUANCE DATE:  
07/13/05

FORM-BRC(06-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 40116

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant  
to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in  
effect for the period of 15-JUN-2007 to 15-JUN-2014

STARLITE ELECTRIC, LLC  
29 NATE LANE  
HOWELL NJ 07731

*Robert A. Thompson*  
Acting State Treasurer



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1069595 FOR STARLITE ELECTRIC LLC IS VALID.

VERIFIED  
AC

Certificate Number  
650310

Registration Date: 04/02/2012  
Expiration Date: 04/01/2014



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
Dennis Lucas, President

*Harold J. Wilms*

Harold J. Wilms, Commissioner  
Department of Labor and Workforce Development

Starlite Electric LLC  
2012

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.842

Agenda No. 10.Z.11

Approved: DEC 18 2013

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PA CONTRACTORS FOR CURBS AND SIDEWALKS ACCESS IMPROVEMENTS FOR YEAR 2013, PROJECT NO. 13-015 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Curbs and Sidewalks Access Improvement for Year 2013, Project No. 13-015** to the City of Jersey City for the Department of Public Works/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Seven (7) Bids**, the lowest responsible bid being that from **PA Contractors**, 105 Davis Avenue, Kearny New Jersey 07032, in the total bid amount of **Three Hundred Fifty One Thousand, Nine Hundred Fifteen (\$351,915.00) Dollars**; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of **Three Hundred Fifty One Thousand, Nine Hundred Fifteen (\$351,915.00) Dollars**, is available in the 2013 permanent budget; and

**WHEREAS**, the funds for this purchase are available in **CDBG Account # 54-200-56-851-632**

#### **Dept. of Public Works/Division of Architecture, Engineering, Traffic & Transportation**

<b>Acct. No.</b>	<b>P.O. #</b>	<b>Amount</b>
<b>54-200-56-851-632</b>	<b>11198Z</b>	<b>CDBG Funds \$351,915.00</b>
<b>54-200-56-851-632</b>	<b>111983</b>	<b>Contingency \$70,383.00</b>
		<b>Total Encumb. \$422,298.00</b>

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

**WHEREAS**, if funds are not available for the contract in the 2013 permanent budgets, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **PA Contractors** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PA CONTRACTORS FOR CURBS AND SIDEWALKS ACCESS IMPROVEMENTS FOR YEAR 2013, PROJECT NO. 13-015 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account No. 54-200-56-851-632

Dept. of Public Works/Division of Architecture, Engineering, Traffic & Transportation			
Acct. No.	P.O. #		Amount
54-200-56-851-632		CDBG Funds	\$351,915.00
54-200-56-851-632		Contingency	\$70,383.00
		Total Encumb.	\$422,298.00

Approved by  
Peter Folgado, Director of Purchasing, QPA

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PA CONTRACTORS FOR CURBS AND SIDEWALKS ACCESS IMPROVEMENTS FOR YEAR 2013, PROJECT NO. 13-015 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Michael Razzoli, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Ten (10)

**DATE BIDS WERE PUBLICLY RECEIVED:**

November 7, 2013

**NUMBERS OF BIDS RECEIVED:**

Seven (7)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Curb & Sidewalks Access Improvements year 2013 for the Department of Public Works/Div. of Park Maint.

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

Grand Total Bid Price

- |   |              |
|---|--------------|
| 1) PA Contractors Inc<br>105 Davis Avenue<br>Kearny, NJ 07032                   | \$351,915.00 |
| 2) Shauger Property Services<br>429 Dodd Street<br>East Orange, NJ 07017        | \$363,303.00 |
| 3) Diamond Construction<br>35 Beaverson Blvd, Ste 12C<br>Brick, NJ 08723        | \$399,478.70 |
| 4) S. Batata Construction<br>238 Ernston Road, Suite 1R<br>Parlin NJ 08859      | \$450,580.00 |
| 5) Black Rock Enterprises<br>1316 Englishtown Road<br>Old Orange, NJ 08857      | \$511,216.00 |
| 6) Orchard Holdings LLC<br>1913 Atlantic Avenue, Ste 193<br>Manasquan, NJ 08736 | 553,855.00   |
| 7) Power Concrete Inc<br>497 Raymond Blvd<br>Newark, NJ 07105                   | \$747,080.00 |

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

Date

Peter Folgado, Director of Purchasing, RPPO, QPA

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution authorizing the award of a contract to PA Contractors for Curbs and Sidewalks Access Improvements for year 2013 for the Department of Public Works / Division of Architecture, Engineering, Traffic and Transportation.

**Project Manager**

Department/Division	DPW	Architecture, Engineering, Traffic and Transportation
Name/Title	Angel Alvarado	Project Manager
Phone/email	201-547-5069	Angel@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this resolution is to provide curbs and sidewalks access improvements for year 2013 Citywide.

**Cost (Identify all sources and amounts)****Contract term (include all proposed renewals)**

CDBG Funds  
54-200-56-851-632  
Contract amount = \$422,298.00

12/18/13 to 12/17/14

Type of award

Bid

If "Other Exception", enter type

**Additional Information**

This was a bid. Ten (10) proposals were picked up and seven (7) bids were received by Purchasing.

I certify that all the facts presented herein are accurate.

12/11/13

SCHEDULE OF PRICES

ITEM NO. 1	CELLULAR PHONE SERVICE ALLOWANCE	\$ 700.00
	Lump Sum	
	Seven Hundred Dollars & No Cents	
	<u>(Write Lump Sum Price)</u>	
 ITEM NO. 2	 TRAFFIC DRUM	 \$ 150.00
	15 Units @ \$ 10.00 per Unit	
	<u>ten dollars + no cents</u>	
	<u>(Write Unit Price)</u>	
 ITEM NO. 3	 TRAFFIC CONE	 \$ 20.00
	20 Units @ \$ 1.00 per Unit	
	<u>one dollar + no cents</u>	
	<u>(Write Unit Price)</u>	
 ITEM NO. 4	 CONSTRUCTION SIGNS	 \$ 525.00
	35 SF @ \$ 15.00 per Square Foot	
	<u>Fifteen dollars + no cents</u>	
	<u>(Write Unit Price)</u>	
 ITEM NO. 5	 TRAFFIC DIRECTOR, FLAGGER.	 \$ 4,000.00
	100 Hours @ \$ 40.00 per Hour	
	<u>Forty dollars + no cents</u>	
	<u>(Write Unit Price)</u>	



ITEM NO. 6

TRAFFIC DIRECTOR, JERSEY CITY POLICE

\$ 8,000.00

200 Hours @ \$ 40.00 per Hour

Forty Dollars and No Cents

(Write Unit Price)

ITEM NO. 7

TRAFFIC DIRECTOR, JERSEY CITY POLICE  
( O.T.RATE, 7:00AM TO 4:00PM )

\$ 460.00

8 Hours @ \$ 57.50 per Hour

Fifty Seven Dollars and Fifty Cents

(Write Unit Price)

ITEM NO. 8

TRAFFIC DIRECTOR, JERSEY CITY POLICE  
( O.T.RATE + NIGHT DIFFERENTIAL 4:00PM TO 6:00AM )

\$ 540.00

8 Hours @ \$ 67.50 per Hour

Sixty Seven Dollars and Fifty Cents

(Write Unit Price)

ITEM NO. 9

TRAFFIC DIRECTOR, SUPERVISIOR, JC POLICE

\$ 400.00

8 Hours @ \$ 50.00 per Hour

Fifty Dollars and No Cents

(Write Unit Price)

ITEM NO. 10

POLICE VEHICLE AND FUEL.

\$ 80.00

8 Hours @ \$ 10 per Hour

Ten Dollars and No Cents

(Write Unit Price)

ITEM NO. 11 SAW CUTTING, 10" OR LESS \$1,500.00

1,500 L.F. @ \$1.00 per Linear Foot

One dollar + no cents  
(Write Unit Price)

ITEM NO. 12 CONCRETE SIDEWALK, 4" THICK \$159,500.00

2,900 S.Y. @ \$55.00 per Square Yard

Fifty five dollars + no cents  
(Write Unit Price)

ITEM NO. 13 CHARCOAL GRAY CONCRETE SIDEWALK, 4" THICK \$5,760.00

90 S.Y. @ \$64.00 per Square Yard

Sixty four dollars + no cents  
(Write Unit Price)

ITEM NO. 14 CONCRETE DRIVEWAY, REINFORCED, 6" TH. \$2,520.00

45 S.Y. @ \$56.00 per Square Yard

Fifty six dollars + no cents  
(Write Unit Price)

ITEM NO. 15 CHARCOAL GRAY CONCRETE DRIVEWAY, REINFORCED, 6" TH. \$3,105.00

45 S.Y. @ \$69.00 per Square Yard

Sixty nine dollars + no cents  
(Write Unit Price)

ITEM NO. 16

9" X 20" CONCRETE VERTICAL CURB

\$74,400.00

3,100 L.F. @ \$24.00 per Linear Foot

Twenty four dollars + no cents  
(Write Unit Price)

ITEM NO. 17

9" X 20" CHARCOAL GRAY CONCRETE  
VERTICAL CURB

\$8,400.00

300 L.F. @ \$28.00 per Linear Foot

Twenty eight dollars + no cents  
(Write Unit Price)

ITEM NO. 18

NEW CATCH BASIN, TYPE B

\$4,200.00

2 Units @ \$2,100.00 per Unit

Two thousand one hundred dollars + no cents  
(Write Unit Price)

ITEM NO. 19

CATCH BASIN FILTER, TYPE 2  
USING EXISTING CASTING

\$600.00

20 Units @ \$30.00 per Unit

Thirty dollars + no cents  
(Write Unit Price)

ITEM NO. 20

REPAIR CATCH BASIN WALL

\$800.00

80 S.F. @ \$10.00 per Square Foot

Ten dollars + no cents  
(Write Unit Price)

ITEM NO. 21

RESET EXISTING CB CASTING

\$ 400.00

4 Units @ \$ 100.00 per Unit

one hundred dollars - no cents  
(Write Unit Price)

ITEM NO. 22

DENSE GRADED AGGREGATE BACKFILL

\$ 2500.00

100 Tons @ \$ 25.00 per Ton

twenty five dollars - no cents  
(Write Unit Price)

ITEM NO. 23

CAST IRON CURB PIECE TYPE P, 4" HIGH

\$ 1400.00

5 Units @ \$ 280.00 per Unit

two hundred eighty dollars - no cents  
(Write Unit Price)

ITEM NO. 24

CAST IRON CURB PIECE TYPE N, 6" HIGH

\$ 560.00

2 Units @ \$ 280.00 per Unit

two hundred eighty dollars - no cents  
(Write Unit Price)

ITEM NO. 25

BICYCLE SAFE GRATE, 21 $\frac{3}{4}$ " x 47 $\frac{3}{4}$ "

\$ 1520.00

4 Units @ \$ 380.00 per Unit

three hundred eighty dollars - no cents  
(Write Unit Price)

ITEM NO. 26

DRIVEWAY ACCESS BACK PLATE

\$ 150.00

1 Units @ \$ 150.00 per Unit

One hundred fifty dollars no cents  
(Write Unit Price)

ITEM NO. 27

CATCH BASIN TRAP

\$ 1,000.00

2 Units @ \$ 500.00 per Unit

Five hundred dollars + no cents  
(Write Unit Price)

ITEM NO. 28

CATCH BASIN WALL PLATE

\$ 400.00

2 Units @ \$ 200.00 per Unit

Two hundred dollars + no cents  
(Write Unit Price)

ITEM NO. 29

CAST IN PLACE DETECTABLE WARNING  
SURFACE

\$ 22,000.00

110 S.Y. @ \$ 200.00 per Square yard

Two hundred dollars + no cents  
(Write Unit Price)

ITEM NO. 30

RESET JUNCTION BOX

\$ 700.00

6 Units @ \$ 700.00 per Unit

Seven hundred dollars + no cents  
(Write Unit Price)

ITEM NO. 31

RELOCATE JUNCTION BOX

\$6,000.00

4 Units @ \$1,500.00 per Unit

one thousand five hundred dollars -  
(Write Unit Price) no cents

ITEM NO. 32

TRAFFIC MARKINGS, LINES, LONG LIFE  
THERMOPLASTIC, 4" WIDE

\$25,000.00

10,000 L.F. @ \$2.50 per Linear Foot

two dollars - fifty cents  
(Write Unit Price)

ITEM NO. 33

REMOVAL OF EXISTING TRAFFIC STRIPES,  
4" WIDE

\$5,000.00

5,000 L.F. @ \$1.00 per Linear Foot

one dollar - no cents  
(Write Unit Price)

ITEM NO. 34

TRAFFIC MARKINGS, SYMBOLS, LONG LIFE  
THERMOPLASTIC

\$16,000.00

100 S.F. @ \$16.00 per Square Foot

sixteen dollars - no cents  
(Write Unit Price)

ITEM NO. 35

REGULATORY AND WARNING TRAFFIC SIGN  
WITH STEEL U POST

\$1,125.00

75 S.F. @ \$15.<sup>00</sup> per Square Foot

Fifteen dollars + no cents  
(Write Unit Price)

ITEM NO. 36

REFLECTIVE SIGN POST WRAP

\$1,500.00

15 Units @ \$100.<sup>00</sup> per Unit

One hundred dollars + no cents  
(Write Unit Price)

ITEM NO. 37

RELOCATE EXISTING TRAFFIC SIGN

\$400.00

4 Units @ \$100.<sup>00</sup> per Unit

One hundred dollars + no cents  
(Write Unit Price)

ITEM NO. 38

3" RIGID METALLIC CONDUIT, TYPE CUG

\$1,500.00

50 L.F. @ \$30.<sup>00</sup> per Linear Foot

Thirty dollars + no cents  
(Write Unit Price)

TOTAL BID PRICE

\$ 351,915.00

(In figures)

Three hundred fifty one thousand nine hundred fifteen  
(Price in Words, Dollars and Cents) dollars + no cents

Proposal

Page P-12

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Nana H. Dacha President  
Representative's Signature: Maria H. Dacha  
Name of Company: P.H. Contractors Inc Tel. No.: 973-589-1219 Date: 11/7/13



APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Margie K. Rocha President  
Representative's Signature: Margie K. Rocha  
Name of Company: P. J. Contractors, Inc.  
Tel. No.: 973-589-1219 Date: 11/7/13

## Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : P.A. Contractors, Inc.  
Address : 105 Davis Ave Kearny NJ 07032  
Telephone No. : 973-589-1219  
Contact Name: Joe Rosina

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

### Definitions:

#### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

#### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project:

Curb & Sidewalk Access # 973-589-1219  
Improvements project No 13-015  
Contractor: P.J. Contractors, Inc. Bid Amt. \$ \$351,915.00 MR

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
<u>N/A</u>				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

MWBE Page 3 Project

Curb + Sidewalk Access  
Improvement Project 10-13015  
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A.  
40A:11-16, please list name of proposed subcontractor, trade, and whether minority  
woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
N/A					

3. What is your policy and practice with respect to outreach and consideration of minority  
and women-owned vendors/contractors as contractors and/or suppliers?

We will use them

Name of Contractor W.P. Contractors, Inc.

By: Signature Maria H. Rocha

Type or print name/title: Maria H. Rocha President

Telephone No: 973-589-1219 Date 11/7/13

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

EQUAL EMPLOYMENT OPORTUNITY COPY

02/08/10

Taxpayer Identification# 223-744-799/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

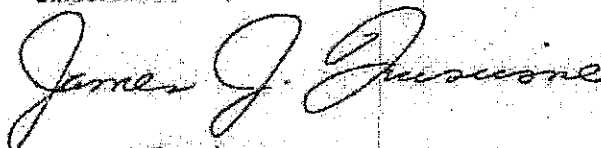
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-8292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
P.A. CONTRACTORS, INC.

ADDRESS:  
105 DAVIS AVENUE  
KEARNY NJ 07032  
EFFECTIVE DATE:

08/10/00

TRADE NAME:

SEQUENCE NUMBER:

0763876

ISSUANCE DATE:

02/08/10



Director  
New Jersey Division of Revenue

FORM-BRC

(04-08) D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0763876 FOR P.A. CONTRACTORS, INC. IS VALID.

VERIFIED  
PC

Certificate Number  
655945

Registration Date: 03/09/2012  
Expiration Date: 03/08/2014



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**Responsible Representative(s):**

Maria H. Rocha, President  
Antonio Oliveira, Vice-President

**Responsible Representative(s):**

P.A. Contractors, Inc.  
**2012**

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.843

Agenda No. 10.7.12

Approved: DEC 18 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T.Y. LIN INTERNATIONAL FOR THE DESIGN AND PREPARATION OF CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE PACIFIC AVENUE PHASE 2 PROJECT NO. 13-012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

*WHEREAS*, the City of Jersey City (City) has received from the New Jersey Transportation Trust Fund Authority Act a Grant in the amount of \$1,077,190.00 for the reconstruction of Pacific Avenue Phase 2 from Grand Street to Carteret Avenue; and

*WHEREAS*, the City requires the professional services of an engineering firm to design and prepare construction plans specifications for these improvements formally described as Pacific Avenue MAP (Municipal Aid Program) FY2013, Project No. 13-012; and

*WHEREAS*, in response to the City's RFP, T.Y. Lin International (TYLI), 550 Broad St., Suite 1105, Newark, NJ 07102 submitted the attached proposal dated October 30, 2013 in the amount of \$88,300.00; and

*WHEREAS*, in accordance with the New Jersey Local Unit Pay-to Play Law, N.J.S.A. 19:44A-20-4 et seq., the City, in April 5, 2012, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

*WHEREAS*, TYLI submitted a Qualification Statement in response to the City's RFQ; and

*WHEREAS*, TYLI has submitted updated EEO/AA requirement forms dated May 1<sup>st</sup>, 2011 for a professional services contract; and

*WHEREAS*, TYLI is a pre-qualified engineering firm that provides technical and civil engineering assistance to support engineering functions such as design and construction management; and

*WHEREAS*, funds are available for this expenditure from 2012 Engineering Capital

Account No.: 4-215-55-905-990

P.O. #

111787

\$88,300.00

*WHEREAS*, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-5(1)(a)(i); and

*WHEREAS*, the resolution authorizing the award and the agreement itself must be available for public inspection; and

*WHEREAS*, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-10.4 et seq.; and



City Clerk File No. Res. 13.843Agenda No. 10.Z.12TITLE: DEC 18 2013

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T.Y. LIN INTERNATIONAL FOR THE DESIGN AND PREPARATION OF CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE PACIFIC AVENUE PHASE 2 PROJECT NO. 13-012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

***NOW, THEREFORE, BE IT RESOLVED*** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator hereby is authorized to execute a professional services contract, in substantially the form of the attached, with T.Y. Lin International for providing engineering services for a total contract amount not to exceed \$88,300.00.
2. The term of the contract shall be four (4) months from the date the contract is executed by the City's Business Administrator and final plans, specifications, engineer's estimate and engineer's design certification shall be completed and submitted to the City of Jersey City by March 15, 2014.
3. This agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law N.J.S.A. 40A:11-5(1)(a)(i).
4. A copy of this Resolution shall be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption.
5. This contract is awarded using the Fair and Open Process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.
6. The award of this contract shall be subject to the condition that the vendor provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
7. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Maurer (Donna Maurer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Acct. #4-215-55-905-990

P.O. # 111787 \$88,300.00

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

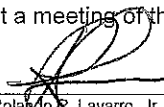
Certification Required ☐Not Required ☐APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando S. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

792

# **RESOLUTION FACT SHEET**

**1. Full Title of Resolution Agreement:**

Resolution Authorizing the award of a Professional Engineering service contract to T.Y. LIN INTERNATIONAL for the design and preparation of construction plans and specifications for the PACIFIC AVENUE PHASE 2 PROJECT NO. 13-012 for the Department Of Public Works, Division of Architecture, Engineering, Traffic and Transportation

**2. Name and Title of Person Initiating the Resolution:**

Stanley S.C. Huang, P.E.

**3. Concise Description of the Program, Project or Plan Proposed in the Resolution:**

Reconstruction of concrete curb and sidewalks, installation of ADA compliant handicap curb ramps, replacement and or reconstruction of catch basins, replacement of regulatory warning signs, installation of countdown pedestrian heads and installation of bike lanes, where permissible.

**4. Reasons (Need) for the Proposed Program, project, etc:**

Pacific Avenue is a major access road to Liberty State Park and gateway to the Stature of Liberty. Project is needed to improve roadway conditions and enhance vehicular and pedestrian safety.

**5. Anticipated Benefits to the Community:**

Roadway resurfacing, drainage and pedestrian safety improvements.

**6. Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):**

NJDOT Grant	\$1,077,190.00 (for construction)
City's fund	\$ 88,300.00 (for design)

**Funding Source**

**Amount**

Account #4-215-55-905-990	P.O. # 111787	\$88,300.00
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**7. Date Proposed Program or Project will Commence:**

Immediately upon Resolution approval.

**8. Anticipated Completion Date:**

March 15, 2014.

**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

Stanley S.C. Huang, P.E.  
NAME

201-547- 5965  
TELEPHONE

\_\_\_\_\_  
EVENING

**10. Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.

Shyue - Cheng Huang  
Shyue Cheng ( Stanley) Huang, P.E., Municipal Engineer

\_\_\_\_\_  
Date

Brian Weller  
Brian Weller, Director,  
Div. of Architecture, Engineering, Traffic & Transportation

11-7-13

\_\_\_\_\_  
Date

Michael Razzoli, Director, DPW

11-8-13

\_\_\_\_\_  
Date

# TYLIN INTERNATIONAL

engineers | planners | scientists

October 30, 2013

Mr. Brian Weller  
Director of Architecture, Engineering, Traffic &  
Transportation  
City of Jersey City  
575 Route 440  
Jersey City, NJ 07305

Re: Professional Civil Engineering Services  
for the Design and Construction Support Services of  
Pacific Avenue Phase 2 Improvements  
(Grand Street to Carteret Avenue)  
Jersey City

Dear Mr. Weller:

TY Lin International (TYLI) is pleased to submit this proposal to provide civil engineering services for the above referenced project. TYLI has performed similar projects, such as Improvements to Prospect Avenue in Ridgefield, Intersection and Roadway Improvements to Market/Essex Street and Main/Rochelle Avenue in Bergen County and construction inspection and construction management for Jackson and 63<sup>rd</sup> Streets in West New York. TYLI also performed the design and construction support services for Pacific Avenue Streetscape Phase I, II-III and IV-V.

## *Understanding of the Project*

It is our understanding that the purpose of this project is to perform **roadway improvement to Pacific Avenue from Grand Street Carteret Avenue and extending to the north side of the Rail Line between Bramhall Avenue and Forrest Street**. The roadway improvements project includes new concrete sidewalk and curb, pavement milling, new bituminous surface and striping of the roadway. The project is intended to evaluate and provide bicycle lanes where feasible within the roadway template. The design plans will also include the resetting of castings, new castings where the existing ones are in poor condition, resetting of cellar doors, resetting or new inlets/catch basins, new eco-curb pieces and bicycle safe grates, new traffic markings and symbols type thermoplastic, detectable warning surface at the handicap ramps, traffic signs, new or relocated, trees and tree pits. The project will be designed in conformance with AASHTO Design Criteria, NJDOT Roadway Design Manual and Guidelines for the Planning and Design of Bicycle Compatible Roadways, Jersey City Division of Architecture, Engineering, Traffic and Transportation Construction Details and MUTCD. Supplemental Technical Specifications will be in conformance with the NJDOT AND Jersey City Standards. The total length of the project is 0.8 Miles.

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Pacific Avenue Improvements, Phase 2  
City of Jersey City

**Design Services**

The design of the project will be undertaken in coordination with the Jersey City Division of Engineering and the Local Business Groups and will be scheduled as follows:

1. Data collection and Field verification:

The City of Jersey City will provide GIS data through Civil Solution, Inc. for the entire length of the project. TYLI will perform a field verification of the condition of the items to be included in the project. This task includes visual inspection of cellar doors and utility castings, signs, vaults, coal shoots under the sidewalk, inlets, curb and sidewalk. If necessary, TYLI will send a survey crew to the site to collect field data for the design of the project. TYLI's Designers will attend a Kickoff meeting with the Community/Pacific Avenue, Business's Association and with the City of Jersey City Division of Architecture, Engineering, Traffic and Transportation.

2. Conceptual Design

This task includes updating the topographic survey based on the field verification performed in task 1, the preparation of the index of drawings, typical section, preliminary limits of milling, paving, sidewalk and curb, preliminary detour plans and staging. This task will conclude with the presentation of the conceptual plans to the Engineer's Office of Jersey City.

3. Preliminary Design (50% Plan completion)

Upon completion of tasks 1 and 2, TYLI will proceed with the preparation of the construction plans. The plans will depict the proposed improvements to Pacific Avenue based on the field verification, the result of the cores taken from the pavement, the input from the Community and the City Division of Engineering. The plans will also show the limits of construction at the beginning and end of the project and at the intersecting streets. The plans to be included in this task are as follows:

- a) Cover sheet with Key Map, List of Utilities and Index of Drawings
- b) Legend and General Notes
- c) Typical Sections/Typical Sidewalk Streetscape Plan
- d) Construction Plans at scale of 1"=20'
- e) Traffic Striping, signing and detector plans at scale of 1"=20'
- f) Traffic control Plans
- g) Construction Details

TYLI will deliver to the City Division of Engineering two (2) sets of the Preliminary Design Plans (50% completion).

4. Pre-Final Plans and Specifications (90% completion)

This task starts after receipt of comment to the 50% plans submitted to the City Division of Engineering.

TYLI will proceed to incorporate the comments as discussed with the City Engineer's Office and will finalize plans and Supplementary Specifications. In addition, we will calculate the itemized quantities for the project, which will be tabulated in the Estimate of Quantities Sheet to be part of the final set of plans. The plans will also show the final layout of the foundation for the decorative lighting and the conduit layout as coordinated with PSE&G.

Pacific Avenue Improvements, Phase 2  
City of Jersey City

During the preparation of the final plans and Supplementary Specifications, at about 75% completion, TYLI and the project manager from the City Division of Engineering will perform a walkthrough the project site to reconcile field conditions and plans.

TYLI will compile the Supplementary Specifications for the project as per the requirements from the City Division of Engineering.

TYLI will deliver to the City Division of Engineering three (3) sets of plans and one (1) set of supplemental Supplementary Specifications for the project.

5. Final Plans and Supplementary Specifications (100% completion)

The City Division of Engineering will perform a review of the pre-final plans and Supplementary Specifications for the project. Comments from the review of the pre-final plans and Supplementary Specifications will be addressed by TYLI and two (2) sets of plans and Supplementary Specifications will be delivered to the City Division of Engineering, together with an Engineer's Cost Estimate of the Project for submission to the NJDOT Local Aid Office for their review and approval prior to final printing of the bid package.

6. Bid Plans and Documents

TYLI will furnish the City Division of Engineering with plans and Supplementary Specifications for the final delivery and bidding of the project as follows:

- a) 15 full size sets
- b) 10 half size (50%) sets
- c) 15 bound Supplementary Specifications (double sided)
- d) 1 unbound set of Supplementary Specifications
- e) 1 full size set 24"x36" ink-on-mylars
- f) 1 CD of construction plans in Microstation DGN format, AutoCAD format, and PDF format.
- g) 1CD of the Supplementary Specifications in Microsoft Word
- h) NJDOT Engineer's Certification for Design with or without Design Exceptions
- i) Engineer's Cost Estimate. The project does not require Design Exception.

Administrative Support Services

TY Lin can provide administrative support services for the implementation of the project at the Hourly Rate provided herein. TY Lin Administrative Services includes bidding services, attending pre-construction meeting and construction support services.

REQUESTED FEES

TYLI will perform the services described above for a **lump sum** fee. The engineering fee does not include any agency application or review costs. The client will pay these costs. Payment is based on the following schedule:

Design Services-----	\$79,500
Administrative Support Services-----	\$ 8,800

**TOTAL (not to exceed)= \$88,300.00**

Pacific Avenue Improvements, Phase 2  
City of Jersey City

**Soil Erosion and Sediment Control Permit Application Fee to the local District shall be paid by the City, the amount is not to exceed \$2,000.**

Billing will be submitted monthly, based on percent task or project completion. All invoices are due upon receipt. Payment of outside consultant or outside contractor is the responsibility of the client.

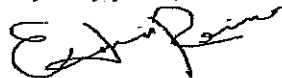
Any additional work not included in this proposal will be billed upon approval by the City at the TY Lin Hourly Rate provided in this proposal as follows:

**HOURLY RATE  
YEAR 2014**

Principal / Director .....	\$171.00
Project Manager .....	\$171.00
Project Engineer .....	\$135.00
Project Surveyor .....	\$130.00
Senior Engineer .....	\$120.00
Senior Surveyor .....	\$100.00
Engineer .....	\$105.00
CAD Engineer .....	\$123.00
Supervising Technician .....	\$112.00
Principal Technician .....	\$100.00
Technician .....	\$89.00
Resident Engineer .....	\$135.00
Inspector .....	\$97.00
Administrative .....	\$63.00
Survey Crew (2-man) .....	\$180.00

Should you have any questions, or require additional information, please feel free to contact me at our Pacific, NJ office at (908) 763-2179.

Very truly yours,



Edwin A. Reimon, P.E., C.M.E.  
Director of Civil Engineering  
Associate Vice President

## **TYLIN INTERNATIONAL**

engineers | planners | scientists

### **Policy Statement**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

**T.Y. Lin International (TYLI) is an equal opportunity employer. The firm's EEO policy includes subsidiary companies of TYLI. The company recognizes and values the diverse men and women who make up our work force. TYLI is committed to equal opportunity for every employee and potential employee without regard to race, color, religion, creed, age, sex, national origin (including those for whom English is a second language), ancestry, citizenship, physical or mental disability (including learning disabilities), past history of mental disorder, medical conditions, pregnancy, family leave, veteran status (including disabled veterans and veterans of the Vietnam Era), marital status, sexual orientation, or any other non-job related factor.**

All employment decisions, including recruiting, hiring, compensation, job titles, benefit programs, transfers, promotions, demotions, layoffs, terminations, recalls, training, education, apprenticeship programs, tuition assistance, and the availability of social and recreational programs will be made in accordance with the principles of equal employment opportunity based upon each employee's qualification and ability to perform.

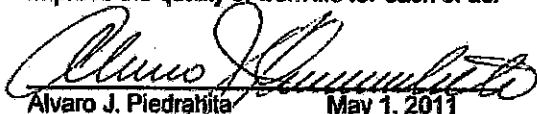
The Company is committed to providing a work environment free from unlawful harassment in accordance with federal, state and local laws and has adopted a firm policy against harassment.

TYLI maintains an Affirmative Action program for Women & Minorities and a program for Workers with Disabilities and Disabled Veterans and Veterans. Employees and applicants are invited to voluntarily self-identify. It is the policy of TYLI to seek and employ qualified personnel at all locations and to provide equal opportunities for all applicants and employees. TYLI will take affirmative action to employ and advance qualified individuals with disabilities, disabled veterans and veterans and will administer all personnel actions without regard to disability and base all such decisions on valid job requirements. TYLI will make reasonable accommodation to the known physical and mental limitations of an otherwise qualified individual unless it can demonstrate that the accommodation would impose an undue business hardship.

The Company is committed to complying with the regulations set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations.

TYLI has established an internal grievance procedure allowing employees to express his/her work-related concerns that may be construed as discrimination or unfair treatment regarding the policies described in this notice. If an employee or applicant wishes to pursue an employment concern, they should contact either the Human Resources Director/EEO Officer or President.

TYLI complies with applicable state and federal labor and employment laws and has established affirmative action programs to initiate and promote equal employment opportunity throughout the organization. Working together, valuing and respecting individual differences will not only satisfy these laws, but will improve the quality of work life for each of us.

  
Alvaro J. Piedrahita  
President

May 1, 2011

  
Irene Minabe  
EEO Officer

May 1, 2011

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**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

Senior Vice President

The contractor and the East District Director of T.Y. Lin International, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.



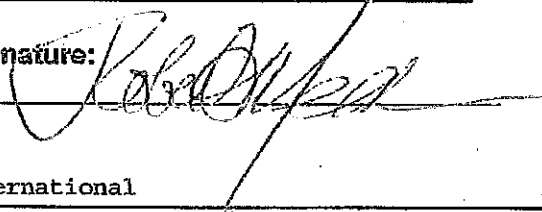
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**Representative's Name/Title**

**Print):** Robert Medina, Senior Vice President, East District Director

**Representative's Signature:**

A handwritten signature in dark ink, appearing to read 'Robert Medina', is written over a horizontal line. The signature is stylized with a large, sweeping 'R' and a long horizontal stroke at the end.

**Name of Company:**

T.Y. Lin International

**Tel. No.:** 908-850-3366

**Date:** April 5, 2012

# AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and T.Y. LIN INTERNATIONAL, 550 Broad St., Suite 1105, Newark, NJ 07102, (hereinafter referred to as ("CONSULTANT")).

*WHEREAS*, the CITY requires the services of a professional engineering firm to provide engineering services and construction plans and specifications, for the Pacific Avenue Phase 2, Project No. 13-012 (hereinafter referred to as "Project"); and

*WHEREAS*, CONSULTANT submitted a proposal dated October 30, 2013, describing the services it would provide to the CITY for the fee of \$88,300; and

*WHEREAS*, the CITY approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ awarding a professional services contract to the CONSULTANT; and

*WHEREAS*, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to preparation of design and construction plans and specifications; and

*NOW, THEREFORE*, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

## **ARTICLE I**

### **Purpose of Agreement**

The purpose of this agreement is for CONSULTANT to provide the CITY with engineering services, for the design of Pacific Avenue MAP FY2013 project in Jersey City.

## **ARTICLE II**

### **Scope of Services**

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this agreement and the Proposal prepared by the CONSULTANT dated October 30, 2013, which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of one hundred and twenty (120) calendar days after execution of this Agreement.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and

CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

### **ARTICLE III**

#### **Contractual Relationship**

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### **ARTICLE IV**

#### **Compensation and Payment**

1. Compensation for the performance of design and professional services described in this Agreement will be on a monthly basis in accordance with the attached CONSULTANT'S proposal dated October 30, 2013, with a total contract amount not to exceed Eighty Eight Thousand Three Hundred Dollars (\$88,300.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in

the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

## ARTICLE V

### Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS (Statutory).

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT

indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – PROJECT NO. 13-012.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

## ARTICLE VI

### Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their

work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

## **ARTICLE VII**

### **Progress Report**

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

## **ARTICLE VIII**

### **Suspension or Termination**

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid

the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

## ARTICLE IX

### Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.



2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

## **ARTICLE X**

### **Nondiscrimination**

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## **ARTICLE XI**

### **Compliance With Equal Employment Opportunity/Affirmative Action Plan**

1. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **ARTICLE XII**

### **Compliance With Americans With Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

## **ARTICLE XIII**

### **Indemnity**

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

## **ARTICLE XIV**

### **Entire Agreement**

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

## ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

### MANDATORY BUSINESS REGISTRATION REQUIREMENTS

#### Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **ARTICLE XVI**

##### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

\_\_\_\_\_  
ROBERT J. KAKOLESKI, CMFO  
Acting Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

TY LIN INTERNATIONAL

\_\_\_\_\_

BY: \_\_\_\_\_  
NAME  
TITLE

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
RAYMOND REDDINGTON  
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

\_\_\_\_\_  
PETER SORIERO  
Risk Manager

4-14-041

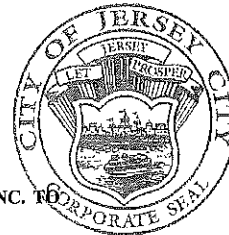
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.844

Agenda No. 10.Z.13

Approved: DEC 18 2013

TITLE:



## RESOLUTION RATIFYING A CONTRACT AWARD TO MICRO SYSTEM, INC. TO PROVIDE SERVICE TO SUPPORT THE TAX ASSESSOR'S MODIV SYSTEM

9-9WHEREAS, the Tax Assessor's Office uses a proprietary computer software program known as the MODIV System for the purposes of printing and mailing of assessment cards; and

WHEREAS, contracts for the performance of goods or services for the support or maintenance of proprietary computer hardware and software are exempt from public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and

WHEREAS, the MODIV System is a proprietary computer software program and MicroSystem, Inc. provided support services to the City's MODIV System beginning on January 1, 2013; and

WHEREAS, the total cost of providing the services to the City for the calendar year 2013 is \$30,945.13; and

WHEREAS, funds in the amount of \$30,945.13 are available in Account No. 01-201-20-150-305; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the City's Tax Assessor has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

WHEREAS, MicroSystem has completed and submitted a Business Entity Disclosure Certification which certifies that MicroSystem has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and the contract prohibits MicroSystem from making any reportable contributions during the term of the contract; and

WHEREAS, MicroSystem has submitted a Chapter 271 Political Disclosure Statement prior to the award of this contract; and

WHEREAS, MicroSystem has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1) A contract award in the amount of \$ 30,945.13 to MicroSystem, Inc. for the support of the MODIV System utilized by the Tax Assessor's Office for a term effective as of January 1, 2013 and ending on December 31, 2013 is hereby ratified;

2) This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd) because it is for the support or maintenance of proprietary computer software;

3) This contract award shall be subject to the condition that MicroSystem provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.; and

4) The Business Entity Disclosure Certification, Chapter 271 Political Disclosure Certification, Certification of Compliance with the City's Contractor of Pay-to-Play Reform Ordinance, and the Determination of Value certification, attached hereto and incorporated herein by reference, shall be placed on file with this Resolution.

I certify that funds are in the amount of \$30,945.13 are available in Account no. 01-201-20-150-305 P.O.# 111980

APPROVED: [Signature] 12/15/13

APPROVED: [Signature]  
Business Administrator

[Signature]  
Donna Mauer, Chief Financial Officer

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

**CITY OF JERSEY CITY****Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☒ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
William Raska	542 Berrywood Lane
	Bridgewater, NJ
Denise Raska	"

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: MicroSystems-nj.com, L.L.C.

Signed: William K. Raska Title: Member

Print Name: William Raska Date: 12/5/13

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

**Required Pursuant To N.J.S.A. 19:44A-20.26**

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	MicroSystems-nj.com, L.L.C.		
Address:	985 Route 202-206		
City:	Bridgewater	State:	NJ
Zip:	08807		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

William K. Faska

**Signature**

William Raska  
Printed Name

Printed Name

Member  
Title

### Title

## Part II – Contribution Disclosure

**Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.**

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that MicroSystems-nj.com (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 12/5/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract MicroSystems-nj.com (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: MicroSystems-nj.com, L.L.C.

Signed William K. Raska Title: Member

Print Name William Raska Date: 12/5/13

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, \_\_\_\_\_ (Affiant)

My Commission expires: \_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:**

**EXHIBIT A**  
**N.J.S.A. 10:5-36 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .**

**Representative's Name/Title (Print):** William Raska

**Representative's Signature:** *William K. Raska*

**Name of Company:** MicroSystems-nj.com, L.L.C.

**Tel. No.:** 9087048862 **Date:** 12/5/13

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter owner) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner=s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**Representative's Name/Title (Print):** William K. Raska

**Representative's Signature:** *William K. Raska*

**Name of Company:** MicroSystems-nj.com, L.L.C.

**Tel. No.:** 9087048862 **Date:** 12/5/13

## Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: MicroSystems-nj.com, L.L.C.

Address: 985 Route 202-206, Bridgewater NJ

Telephone No. : 908 704 8862

Contact Name: William Raska

**Please check applicable category:**

\_\_\_\_ Minority Owned Business (MBE)      \_\_\_\_ Minority & Woman Owned Business (MWBE)

           Woman Owned business (WBE)                      X   Neither

## Definitions

**Minority Business Enterprise**

**Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:**

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

## Woman Business Enterprise

**Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.**

**OFFICE OF EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

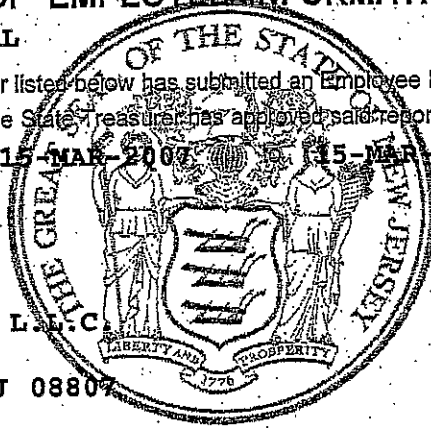
Certification 28079

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAR-2007~~ to ~~15-MAR-2014~~

MICROSYSTEMS-NJ.COM, L.L.C.  
985 RT. 202-206  
BRIDGEWATER NJ 08807



*Bradley Abela*

State Treasurer

04/20/04

Taxpayer Identification# 223-626-324/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully, CRA  
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: <b>MICROSYSTEMS-NJ.COM, L.L.C.</b>	TRADE NAME:	
TAXPAYER IDENTIFICATION#: <b>223-626-324/000</b>	SEQUENCE NUMBER: <b>0727427</b>	
ADDRESS: <b>985 ROUTE 202-206 BRIDGEWATER NJ 08807</b>	ISSUANCE DATE: <b>04/20/04</b>	
EFFECTIVE DATE: <b>01/07/99</b>		
FORM-BRC(08-01)	Acting Director	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.845  
Agenda No. 10.Z.14  
Approved: DEC 18 2013  
TITLE:



## RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO HODULIK & MORRISON, P.A., CERTIFIED PUBLIC ACCOUNTANTS

### COUNCIL

offered and moved adoption

of the following resolution:

**WHEREAS**, the City of Jersey City (City) issued a Request For Proposals for forensic auditing services in connection with the Payment In Lieu Of Taxes (PILOT) program granted to the owners of Summit Plaza Associates Limited Partnership; and

**WHEREAS**, Hodulik & Morrison, P.A., 1102 Raritan Avenue, P.O. Box 1450, Highland Park, New Jersey 08904 is qualified to perform these services and submitted a proposal dated November 12, 2013, in compliance with the Request For Proposals, indicating that it will provide the services for a total contract amount not to exceed \$38,000.00 which is based on the fee schedule set forth below; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the City is acquiring these services under the "fair and open" process of the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Hodulik & Morrison, P.A. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$38,000.00 are available in Account No. 2013-01-201-20-145-312; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Hodulik & Morrison, P.A. for forensic auditing services in connection with the Payment In Lieu Of Taxes (PILOT) program granted to the owners of Summit Plaza Associates Limited Partnership for a total contract amount not to exceed \$38,000.00 which is based on the following fee schedule:

Principal	\$135.00 per hour
Senior Accountant	\$115.00 per hour
Junior Accountant	\$100.00 per hour

2. The contract term shall be two (2) months commencing on the date the contract is executed by City officials;

3. This agreement is awarded without competitive bidding as a professional services

City Clerk File No. Res. 13.845Agenda No. 10.Z.14TITLE: DEC 18 2013

agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

5. This agreement shall be subject to the condition that Hodulik & Morrison, P.A. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that funds in the amount of \$38,000.00 are available in Account No. 2013-01-201-20-145-312 for payment of this resolution. PO#112055

*Donna Mauer*

Donna Mauer, Chief Financial Officer

APPROVED: 

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

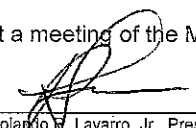
APPROVED 9-0

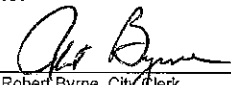
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando S. Lavarro, Jr., President of Council


  
Robert Byrne, City Clerk

# CITY OF JERSEY CITY

## INTERDEPARTMENTAL MEMORANDUM TAX COLLECTOR'S OFFICE

**DATE:** December 9, 2013

**TO:** Rolando R. Lavarro, Council President  
Member of the City Council

**FROM:** Maureen Cosgrove, Tax Collector 

**SUBJECT:** Auditing Services for Summit Plaza

---

A RFP was sent out for auditing services on Summit Plaza. Two bids were submitted 1 by Fazio, Mannuzza , Roche, Tankel, LaPilusa, LLC in the amount of 76,980 and another by Hodulik & Morrison, P.A. in the amount of 38,000.00. In reviewing the 2 bids I found that both companies are qualified and decided to go with the lowest bid.



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS:**

**AUDITING SERVICES:  
FORENSIC AUDIT OF FINANCIAL ACTIVITIES  
OF PROPERTY OWNER GRANTED PILOT AGREEMENT**

**SUBMISSION DEADLINE:  
11:00 A.M.  
November 13, 2013**

**ADDRESS ALL PROPOSALS TO:  
Peter Folgado  
Purchasing Agent  
1 Journal Square Plaza, 2<sup>nd</sup> Floor  
Jersey City, N.J. 07306**

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Auditing Services

**REQUEST FOR PROPOSALS**  
**DIVISION:** Division of Collections  
**DUE DATE:** 11/13/2013

---

## **SECTION 1: GENERAL INFORMATION & SUMMARY**

### **1.1 Organization Requesting Proposal**

City of Jersey City - Department of Administration/Division of Collections  
280 Grove Street  
Jersey City, NJ 07302

### **1.2 Contact Person**

Peter Folgado  
Purchasing Agent  
Department of Administration/Division of Purchasing  
1 Journal Square Plaza, 2<sup>nd</sup> Floor  
Jersey City, NJ 07306  
(201) 547-5156  
[Peterf@icnj.org](mailto:Peterf@icnj.org)

### **1.3 Procurement Process**

This contract will be awarded as a professional services agreement using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq.

The City Council will vote to approve a resolution awarding a contract to the Contractor for a sum not to exceed a specified amount and for a term of two (2) months.

### **1.4 Contract Form**

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City of Jersey City (City) arising out of, or by reason of, the work done and materials furnished under this Contract.

### **1.5 Informational meeting and Interviews**

There will not be an informational meeting for this RFP process. However, after the submission of proposals, Respondents are required to be available for interviews with City staff.

### **1.6 Submission deadline**

Proposals must be submitted to, and be received by the Department of Administration/Division of Purchasing, via mail or hand delivery, by 11:00 a.m. prevailing time on November 13, 2013. Proposals will not be accepted by facsimile transmission or e-mail.

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Auditing Services

**REQUEST FOR PROPOSALS**  
**DIVISION:** Division of Collections  
**DUE DATE:** 11/13/2013

---

**1.7 Opening of proposals**

Proposals shall be opened in public at 11:00 a.m. prevailing time on November 13, 2013 in the Division of Purchasing Conference Room, located at 1 Journal Square Plaza, 2<sup>nd</sup> Floor, Jersey City, N.J.

**1.8 Definitions**

The following definitions shall apply to and are used in this Request for Proposal (RFP):

"City" - refers to the City of Jersey City.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

**1.9 Submission address**

All proposals should be sent to:

**Peter Folgado**  
**Purchasing Agent**  
**Department of Administration/Division of Purchasing**  
**1 Journal Square Plaza, 2<sup>nd</sup> Floor**  
**Jersey City, N.J. 07306**

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Auditing Services

**REQUEST FOR PROPOSALS**  
**DIVISION:** Division of Collections  
**DUE DATE:** 11/13/2013

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## **SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction and Purpose**

The City is seeking proposals from qualified Respondents to provide specific accounting and auditing services. Respondents must be Certified Public Accountants (CPA).

### **2.2 Fair and Open Process**

This contract will be awarded using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each Respondent is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

### **2.3 Evaluation**

Proposals will be reviewed and evaluated by the City's Tax Collector and the City's Business Administrator. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

### **2.4 Procurement Schedule**

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

#### **Activity**

#### **Date**

- |  |                   |
|--|-------------------|
| 1. Issuance of Request for Proposals     | October 29, 2013  |
| 2. Receipt of Proposals                  | November 13, 2013 |
| 3. Completion of evaluation of Proposals | November 27, 2013 |
| 4. Award of contract                     | December 18, 2013 |

### **2.5 Addenda or Amendments to RFP**

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the RFP process shall be directed to the City contact person, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as

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addenda to all prospective Respondents who have provided contact information. It is the prospective Respondent's responsibility to provide accurate contact information.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all Respondents that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

## **2.6 Rights of the City**

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

## **2.7 Cost of Proposal Preparation**

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

## **2.8 Proposal evaluation**

Proposals will be evaluated by the Tax Collector and the Business Administrator based on the specific criteria detailed in Section 6.

## **2.9 Written Proposal**

Prospective Respondents must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

## **2.10 Oral presentation**

Not required for this RFP



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### **2.11 Additional requirements**

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C 17:27-1.1 et seq., the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

### **2.12 Disposition of RFP**

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

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### **SECTION 3: WRITTEN PROPOSAL FORMAT**

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

#### **3.1 Mandatory content**

Each proposal submitted must contain the fifteen (15) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope
- Objectives
- Project Approach
- Project Organization
- Project Workplan (including project organization, critical success factors and risks)
- Key Dates & Deliverables
- The City of Jersey City Responsibilities
- Staffing
- Assumptions
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

#### **3.2 Title Page**

The proposal should include a title page, which identifies the project; the Respondent's firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

#### **3.3 Table of Contents**

The Respondent's proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

#### **3.4 Executive Summary**

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the pricing contained in the proposal.

### **3.5 Background**

In this section of the proposal, the Respondent should review its understanding of the business drivers behind the City's strategy.

### **3.6 Scope**

In this section of the proposal, the Respondent should state what it believes to be the scope of the intended strategy within the City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

### **3.7 Objectives**

In this section of the proposal, the Respondent should state what it believes to be primary objectives for each element of the plan. Respondents may choose to offer suggestions to the City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

### **3.8 Project Approach**

A general discussion of the approach the Respondent is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the workplan. Additionally, Respondents should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

### **3.9 Project Organization**

The Respondent should detail in this section, the organizational structure it believes necessary to accomplish each phase of the project within the desired timeframe and budget. Each phase's organization should consider both Respondent's and the City's resources. Support of, and utilization of Minority and Women Owned Business Enterprises, consistent with the City's policies, should be described.

Minimum qualifications for each role should be identified. In addition, the time commitment (both percentage and number of hours) for each resource, based on the priorities defined for in the Business Requirements, should be clearly stated.

### **3.10 Project Work Plan**

In addition to providing a high-level project work plan, this section should describe each of the proposed phases, activities and tasks that the City should execute to achieve success. In addition to the tasks, it is assumed that the Respondent will identify the resources needed to complete the associated task, and that the resource identified will have been included in the project

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organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The City recognizes that each Respondent brings its own methodology and work plan.

### **3.11 Key Dates & Deliverables**

This section should present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what the City should expect to see and/or receive on the associated date should be described and/or presented as examples. After the Municipal Council awards the contract and City officials execute the contract, the Consultant shall have two (2) months to complete the forensic audit report.

### **3.12 Jersey City Responsibilities**

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the City throughout the life of this project.

### **3.13 Staffing**

A discussion of the project team that will be utilized should be contained in this section. The City requests that as part of the discussion here, the Respondent state exactly the role the proposed Respondent team member will assume on each phase and detail the qualifications for the role that the team member possesses.

### **3.14 Assumptions**

In this section, Respondents should state any assumptions being made relating to any part of the proposal or project strategy.

### **3.15 Timing and Fees**

In this section, please describe the timing and associated fees the Respondent is proposing for the implementation. Respondents should be sure to include all expenses associated with delivery, in addition to professional fees. Respondents should identify hourly participation and hourly fees by specific personnel.

**It is important to note that pursuant to N.J.S.A 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.**

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**3.16 Appendices/Other**

This section should include at minimum: Respondent qualifications, references and resumes.

If Respondents think that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

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#### **SECTION 4: SCOPE OF SERVICES**

To conduct a forensic audit of financial activities related to a property that is subject to a Payment in Lieu of Taxes (PILOT) agreement. Consultant may be required to attend meetings with City officials and employees.

**For : Summit Plaza Associates Limited Partnership (Summit Plaza):**

Audit period – December 31, 2009 to December 31, 2012.

The City needs legal interpretation and financial reporting to:

Confirm that Summit Plaza's audited Annual Financial Statements are in accordance with the Financial Agreement dated September 15, 1971.

Verify if Summit Plaza is in compliance with the Limited Divided Housing Corporation Law (N.J.S.A. 55:16-1 et seq.)

Determine the limitation or allowable profit for distribution by Summit Plaza.

Verify the accuracy of the Schedule of Property and Equipment.

Verify all payments for administrative, legislative, regulatory, professional, and legal department services for the periods ending:

12/31/2009  
12/31/2010  
12/31/2011  
12/31/2012

Verify and quantify the return on equity as related to Markup-to-Market Housing Assistance Payment ("HAP") fees.

**Audited Financial Statements:**

Summit Plaza is not consistent in computing and reporting Annual Service Charges due. The schedule submitted as of 12/31/2012 differs from the Audited Financial System.

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Computation of Annual Service Charge:

Verify and compute the revenues as to:

- :Gross Shelter Rent
- :Laundry & Vending Machine
- :Miscellaneous Revenue
- :Beginning and Ending Accounts Receivable
- :Tenants' Charges

Verify the reason why Prepaid Rent is not considered as Revenue.

Verify and compute the amount deducted from the Revenues:

Utilities:

- Power Plant – Engineer payroll and benefits
  - Salaries and costs of apartment of Superintendent and Maintenance employee
- Electric , Gas, Fuel
- Water and Sewer
- Donations received alleviate high cost of fuel

Bad Debts

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## **SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

### **5.1 Number of copies**

Respondents must submit one signed original and two (2) copies of their proposals.

### **5.2 Proposal media**

Proposals forwarded by facsimile or e-mail will not be accepted, however respondents may alternately submit one signed original and 1 softcopy version (PDF only) on CD.

Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

### **5.3 Proposal format**

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 3.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

### **5.4 Proposal length**

The exact presentation and layout format of proposals is up to the discretion of the Respondent, however a maximum length of 30 pages is strongly suggested.

### **5.5 Submission deadline**

Proposals must be received by the City no later than 11:00 a.m. prevailing time on November 13, 2013 and must be mailed or hand-delivered.



## **SECTION 6: PROPOSAL EVALUATION**

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

### **6.1 Evaluation methodology**

Proposals will be evaluated by the Tax Collector and Business Administrator on the basis of which is the most advantageous, and this evaluation will consider the following:

**a. Required Format**

The extent to which the proposal includes the required sections (Title page, Table of contents, etc).

**b. Appropriateness of proposed methodology**

The extent to which the proposed methodology meets the City's goals as described in Section 4 of this RFP. The degree to which specific activities and milestones are described will also be evaluated.

Respondents should describe their methodology and explain how it will meet the City's needs.

**c. Prior experience with similar cities**

The City does not wish to overly educate its Consultants as to the workings (both operational and statutory) of municipal government. As a result, proposals which include documentation (including references) of successful forensic audits of properties subject to PILOT agreements will be viewed more favorably.

**d. Personnel assigned**

Through this project, the City will be reinforcing its reputation as a world class city, and is therefore entitled to expect world class credentials and experience from the Respondents which it employs for high profile efforts. Resumes of Respondent personnel will be scrutinized to ensure this requirement is met. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably.

**e. Cost**

The winning proposal will not necessarily be that with the lowest cost, but that which

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provides the greatest value to the City. Proposals should provide detailed breakdowns on the cost components. Proposals will be evaluated on the detailed breakdown provided and whether pricing is appropriate to the project scope.

**f. Commitment to diversity**

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City of Jersey City policies, should be described.

**6.3 Oral Presentation Guidelines**

Not required for this RFP

**6.4 Final evaluation**

The City will select the most advantageous Proposal Statement based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. Each Proposal must satisfy the objectives and requirements detailed in this RFP. The successful Respondent shall be determined by an evaluation of the total content of the Proposal Statement submitted. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

**6.5 Contract award**

A contract will be awarded a professional service agreement pursuant to the "fair and open" provisions of the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq. for a term of two months.

The Municipal Council will vote to accept the proposal of a Respondent within sixty (60) days of the receipt of proposals, except that the proposals of any Respondents who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

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## **SECTION 7: GENERAL TERMS AND CONDITIONS**

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

### **7.1 City's right to reject**

The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

### **7.2 Original/Authorized signatures**

Each proposal and all required forms must be signed in ink by a person authorized to do so.

### **7.3 Delivery of proposals**

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

### **7.4 Affirmative Action requirements**

Respondents are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No Contractor may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

The Respondent's attention is also called to Section 8 of this document which contains the required information and forms. For information on AA/EEO requirements and forms only, please

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contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration, Office of Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City NJ 07302

Tel. #201-547- 4533

Fax# 201-547-5088

E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

#### **7.5 Business Registration Certificate**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

For more information on obtaining a BRC, see Section 9.

#### **7.6 Clarification of RFP**

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

#### **7.7 Indemnification**

The Vendor, if awarded the contract, agrees to protect, defend, indemnify and save harmless the City against damage for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

#### **7.8 Insurance requirements**

The consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance

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requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

#### **7.9 Termination**

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days written notice to the Consultant.

#### **7.10 City of Jersey City "Pay-to-Play" Ordinance**

On September 3, 2008, the City Council adopted Ordinance 08-128 which places stricter requirements on the issuance of "fair and open" contracts than the State "Pay-to-Play" law. Specifically, it prohibits political contributions in excess of certain thresholds on the one year preceding the contract award and during the term of a contract awarded pursuant to a "fair and open" process and requires Respondents to complete a certification of compliance. A copy of the ordinance and the certification are included in this RFP.

## **SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

**Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.**

**CITY OF JERSEY CITY**

**PROJECT:** Accounting Services

**RESPONDENT:** \_\_\_\_\_

**RESPONDENT'S CHECKLIST**

<b>Item</b>	<b>Respondent Initials</b>	<b>Purchasing Review</b>
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate		
I. Original signature(s) on all required forms.		
J. Certification of Compliance with City's Pay-to-Play Ordinance		

**NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

CITY OF JERSEY CITY sis:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Respondent has not, directly or indirectly entered into

any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of Respondent) \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_

OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**



**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned

SIGNATURE : \_\_\_\_\_

TITLE:

\_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

\_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).**



# BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)

Form AA302  
Rev. 1/00

NEW JERSEY FACILITY

## STATE OF NEW JERSEY Division of Contract Compliance & Equal Employment Opportunity

### EMPLOYEE INFORMATION REPORT

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT REG-1 REPORT FOR SECTION B, ITEM 11.**

#### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTIPLE-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT	CITY	COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	ISSUING DATE ASSIGNED CERTIFICATION NUMBER

#### SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN REG-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NONMINORITY EMPLOYEE BREAKDOWN										
	COL 1 TOTAL (Cols 1 & 3)	COL 2 MALE	COL 3 FEMALE	*****MALE*****					*****FEMALE*****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

#### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;  
PINK - PUBLIC AGENCY; GOLD - VENDOR

## MANDATORY BUSINESS REGISTRATION LANGUAGE

### Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

### "New Jersey Business Registration Requirements"

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.


Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF TAXATION PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-057-362/568	010722	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE	07/14/04	
TRENTON NJ 08611		
EFFECTIVE DATE:		
01/01/01		
FORM-BRC(04-01)		

CERTIFICATION OF

  
Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004  
For Office Use Only:  
20041014112823523

COMPLIANCE WITH

**THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of business entity) has not made any reportable contributions in the one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed:

Print Name:

Title:

Date:

Subscribed and sworn before me  
this day \_\_\_\_ of \_\_\_, 2 \_\_\_\_.

(Affiant)

My Commission expires:

Seal)

(Print name & title of affiant)

(Corporate

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.846  
Agenda No. 10.Z.15  
Approved: DEC 18 2013



TITLE:

RESOLUTION AUTHORIZING A CONTRACT WITH R.D. PARISI ASSOCIATES, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS) TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE OPEN AND CLOSED DENTAL PLANS

COUNCIL  
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City ("City") requires the services of an insurance consultant and broker to negotiate and obtain contracts with companies that provide dental insurance; and

WHEREAS, R.D. Parisi Associates, Inc. 300 Executive Drive, Suite 338, West Orange, NJ 07052, will provide this service at no cost to the City; and

WHEREAS, N.J.S.A. 40A 11-5(1)(m) authorizes the award of contracts for insurance consulting services in accordance with the requirements of an extraordinary unspecifiable services (EUS) contract award; and

WHEREAS, the City has a need to acquire these services pursuant to a fair and open process, pursuant to N.J.S.A. 1944-20.4 et seq.; and

WHEREAS, the City issued a Request for Qualifications and received 9 responses as stated in the Certification attached hereto; and

WHEREAS, the Business Administrator has certified that these services qualify as an extraordinary unspecifiable (EUS) services under the Local Public Contracts Law, N.J.S.A. 40A11-1 et seq., and

WHEREAS, pursuant to N.J.S.A. 19:44A-20-4 et seq., R.D. Parisi Associates, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that R.D. Parisi Associates, Inc. has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous year, and that the contract will prohibit R.D. Parisi Associates, Inc. from making any reportable contributions through the term of the contract; and

WHEREAS, R.D. Parisi Associates, Inc. has certified that they have not made any reportable contributions in the one year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute this resolution with R.D. Parisi Associates, Inc. to provide insurance consulting services to the City and to be the City's broker of record for purchasing Dental Plans for active and retired employees.
2. The term of the contract shall be for one (1) year, commencing January 1, 2014 and ending December 31, 2014.
3. This contract is awarded as an Extraordinary, Unspecifiable Service (EUS) in accordance with N.J.S.A. 40A:11(a)(ii) of the Local Public Contracts law because of the reasons stated in the Certification attached hereto.

TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING A CONTRACT WITH R.D. PARISI ASSOCIATES, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS) TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE OPEN AND CLOSED DENTAL PLANS**

4. This contract is awarded using a fair and open process in accordance with N.J.S.A. 19:44A-20-4 et seq.
5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and
6. The resolution authorizing the award of this contract shall be available for public inspection.

**BE IT FURTHER RESOLVED** that the above named company and persons shall have full authority to investigate and evaluate the dental plans presently in effect within the City of Jersey City as to the above mentioned area and the above mentioned company and persons should submit proposals and recommendations accordingly.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

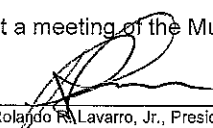
Certification Required ☐Not Required ☐APPROVED 9-0

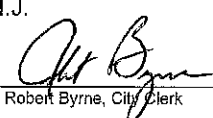
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

DEC 18 2013

**CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO RD PARISI ASSOCIATES, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

DATE: December 18, 2013  
TO: Municipal Council  
FROM: Robert Kakoleski, Acting Business Administrator  
RE: Contract for Broker of Record

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: RD Parisi Associates, Inc.  
Cost: Not Applicable  
Period: January 1, 2014 thru December 31, 2014  
Purpose: Evaluate, assess and monitor the Open and Closed Dental Plans

This is requested to be awarded without competitive bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

- 1) Provide a clear description of the nature of the work to be done.

RD Parisi Associates, Inc. will evaluate and monitor the two Dental Plans for all enrollees in an effort to reduce costs for the City.

- 2) Describe in detail why the contract meets the provisions of the statute and rules.

These services require a detailed knowledge of the insurance arena. RD Parisi Associates, Inc., as an insurance broker, has extensive experience in this area and will avail themselves of all information necessary to perform a thorough cost analysis.

- 3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

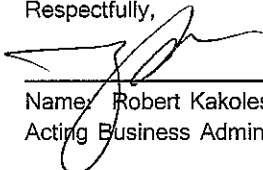
The performance of the services requires expertise in a variety of fields including having a through knowledge and understanding of the insurance industry and dental costs.

- 4) List the solicitation received:

RD Parisi Associates  
Acrisure, LLC  
Frenkel Benefits  
Conors, Strong & Buckelew  
USI Insurance Services, LLC  
Alamo Insurance Group, Inc.  
Gormley, Lore & Murphy Insurance Agency, Inc.  
Fairview Insurance Agency Associates, Inc.  
Doyle Alliance Group, Inc.

- 5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as Extraordinary Unspecifiable Service in accordance with the requirements thereof.

Respectfully,

  
Name: Robert Kakoleski  
Acting Business Administrator



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON  
SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Rob Parisi / RD Parisi Associates (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding Oct 24 2013 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Robert Parisi (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed [Signature] Title: President

Print Name Robert Parisi Date: 10/10/13

Subscribed and sworn before me  
this 10 day of October, 2013.

(Affiant)

My Commission expires

**EILEEN MARY QUIGLEY**

Notary Public

(Print name & title of affiant)

(Corporate

Seal)

State of New Jersey

My Commission Exp. 12-23-2015

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

### PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

#### STOCKHOLDERS:

Name	Address	% owned
Robert D. Parisi	39 Fairmount Terrace / W Orange	100

SIGNATURE:

Robert Parisi

TITLE:

President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

October 10 OF 20 13

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

EILEEN MARY QUIGLEY  
Notary Public  
State of New Jersey  
My Commission Exp. 12-23-2015

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.847

Agenda No. 10.Z.16

Approved: DEC 18 2013

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES INC.) FOR A PERIOD OF ONE (1) YEAR, JANUARY 1, 2014 THROUGH DECEMBER 31, 2014 TO PROVIDE A CLOSED DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)**

COUNCIL  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

**WHEREAS**, the contract between the City of Jersey City and Horizon Dental Choice expires December 31, 2013; and

**WHEREAS**, the City of Jersey City must provide a dental insurance plan to all eligible employees pursuant to collective bargaining agreements with municipal labor unions and City Ordinance C-104; and

**WHEREAS**, Horizon Dental Choice (dba Horizon Healthcare Services, Inc.), 3 Penn Plaza East, Newark, New Jersey 07105, a subsidiary of Horizon Blue Cross Blue Shield of New Jersey, is a dental insurance plan provider and;

**WHEREAS**, the City of Jersey City desires to enter into an agreement, with Horizon Dental Choice (dba Horizon Healthcare Services, Inc.) for a period of one (1) year, commencing January 1, 2014 and expiring December 31, 2014; and

**WHEREAS**, upon the award of the contract by the City to Horizon Dental Choice (dba Horizon Healthcare Services, Inc.), the provider guarantees a continuation of the current services provided; and

**WHEREAS**, the City of Jersey City may enter into an agreement for a dental insurance plan pursuant to N.J.S.A. 40A:11-5 (1) (m) as an EUS; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for "Extraordinary Unspecifiable Service" without competitive bids and the contract itself must be available for public inspection; and

**WHEREAS**, Robert Kakoleski, Acting Business Administrator, has certified that this meets the statutes and regulations governing the award of said contract; and

**WHEREAS**, the total amount of the one year contract is Six Hundred Forty-Eight Thousand Dollars (\$648,000.00) based on the number of employees enrolled in the plan; and

**WHEREAS**, during the term of this contract the City Purchasing agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent; and

**WHEREAS**, funds in the amount of One Hundred Sixty Two Thousand (\$162,000.00) Dollars will be available in 2014 temporary budget in account no.: 01-201-23-220-803;

TITLE:

**DEC 18 2013**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES, INC.) FOR A PERIOD OF ONE (1) YEAR, JANUARY 1, 2014 THROUGH DECEMBER 31, 2014 TO PROVIDE A CLOSED DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification or amendments deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in the amount of \$648,000.00 in substantially the form of the attached, with Horizon Dental Choice (dba Horizon Healthcare Services, Inc.) for a dental insurance plan for all eligible City employees for a term of one (1) year commencing January 1, 2014 and ending on December 31, 2014.
2. Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is authorized as an Extraordinary, Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.
3. The continuation of this contract after the expenditure of funds encumbered in the 2014 temporary budget shall be subject to the availability and appropriation of sufficient funds in the permanent 2014 calendar year budget and in the subsequent fiscal year budget.
4. Upon certification by an official or an employee of the City authorized to attest that Horizon Dental Choice (dba Horizon Healthcare Services, Inc.) has provided services in accordance with the contract, then; payment to Horizon Dental Choice shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.
6. During the term of the contract the Purchasing Agent is authorized to issue change orders, not to exceed twenty (20) percent of the original contract amount, as may be necessary because of cost increases resulting from the hiring of new City employees, or from increased enrollment in the dental insurance plan by existing City employees.

TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES, INC.) FOR A PERIOD OF ONE (1) YEAR, JANUARY 1, 2014 THROUGH DECEMBER 31, 2014 TO PROVIDE A CLOSED DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)**

7. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Chief Financial Officer hereby certifies that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

\_\_\_\_\_  
Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

DEC 18 2013

**CERTIFICATION OF ROBERT KAKOLESKI IN SUPPORT OF AWARDING A CONTRACT TO  
HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES INC.) AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

DATE: December 18, 2013  
TO: Municipal Council  
FROM: Robert Kakoleski, Acting Business Administrator  
RE: Contract to provide a closed dental insurance plan

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Horizon Dental Choice (dba Horizon Healthcare Services, Inc.)  
Cost: \$648,000.00  
Period: January 1, 2014 to December 31, 2014  
Purpose: To provide a dental insurance plan for all eligible employees  
of the City of Jersey City

This is requested to be awarded without competitive Bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

- 1) Provide a clear description of the nature of the work to be done.  
  
Horizon Dental Choice will provide a dental insurance plan for all eligible employees.
- 2) Describe in detail why the contract meets the provisions of the statute and rules:  
  
These services are to provide a dental insurance plan to administer professional dental services for eligible employees as per collective bargaining agreements.
- 3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:  
  
These services require a licensed insurance plan provider with a proven reputation in the area of providing dental insurance.  
  
A. It also requires reasonable knowledge of dental procedures to protect both the provider and client from fraudulent claims and insure that the services provided are satisfactory.
- 4) Describe the informal solicitation of quotations:  
  
The Office of Health Benefits, through the Broker of Record, received proposals from four dental insurance plan providers listed below. The proposals were reviewed and evaluated on the following criteria; monthly premium, ability to provide required administrative services, computerized data management system, number of participating dentists, claims processing, level of customer service, and the overall ability to provide a dental insurance plan substantially similar to the current plan.

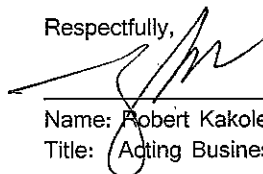
DEC 18 2013

<u>Name</u>	<u>Monthly Premium</u>
Horizon	\$67.09
Delta	\$59.50
Cigna	\$53.71
Aetna	\$59.50

Based on the evaluation of the above criteria and the attached recommendation of the Broker, the City has decided to award this contract to Horizon Dental Choice.

- 5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,



Name: Robert Kakolessi

Title: Acting Business Administrator

**RD PARISI**  
**Associates**  
Employee Benefits Consultants

December 8, 2013

Ms. Michaline Yurcik  
Health Benefits  
City Hall - Room 103  
280 Grove Street  
Jersey City, NJ 07302

Re: Horizon BCBSNJ January 1<sup>st</sup> 2014 Dental Renewal – Renewal Recommendation

In preparation of the January 1<sup>st</sup> 2014 renewal, a formal Request for Proposal (RFP) was prepared and advertised. The RFP contained all relevant enrollments, plan costs and contract information as well as all the legal information required by the City of Jersey City. In addition to Horizon BCBSNJ, the in-force carrier, three other carriers responded to the RFP and are qualified to provide Dental coverage in accordance with the outlined requirements. We received official responses from the following carriers: Horizon BCBSNJ, Delta Dental, Cigna & Aetna. This summary and recommendation follows a thorough review of the responses, the City's expectations and discussion with Administration officials.

### Composite Rate Proposal

The current rates for the two Open Plan Options and the one Closed Plan Option are based on Super Composite rates; meaning that all tiers of enrollment, single, Parent/Child, Husband/Wife or Family, are based on the same monthly billed rate. The RFP requested Super Composite rates proposals for a 12 month contract as well as a proposal for a 24 month contract. Horizon BCBSNJ, Aetna and Cigna's Super Composite Rate proposals all present savings for the City over current rates. The Horizon BCBSNJ proposal for the 2014 policy year presents a reduction in total cost of \$28 thousand dollars over current costs. Cigna and Aetna's proposal provides savings in excess of the Horizon proposal. Cigna's proposal reduces total cost by \$112 thousand dollars and Aetna's proposal would reduce total costs by \$146 thousand dollars. Delta Dental did not offer a good program worthy of consideration.

The current dental program is in the closing months of a two year contract in which rates have remained unchanged since 2010. Unfortunately, none of the proposals submitted provided a strong multi-year, 24 month option for consideration.

### Three Tier Rate Proposal

Given the advent of Chapter 78 employee contributions toward Medical, Rx & Dental insurance, it is important to insure rates are affordable, comparable to benefits offered and fairly structured. This significant change in New Jersey Public Employee contracts requires that Super Composite rates be examined closely and compared to a traditional three tiered rate structure for dental insurance. Employee contributions, based on Chapter 78 provisions, would be less for some employees under a tiered rate



system though more expensive for other tiers; significantly more expensive for members enrolled with 3P, Family contracts.

The overall costs for three tier rate system were more expensive than the composite rates, providing an increase in total costs for the City. Given that an equal number of employees will pay more as will pay less under Chapter 78, and the overall costs to the City will increase, it is not recommended to implement a three tier rate system at this time.

Aetna did not submit a proposal for three tier rates.

### Participating Providers

Comparing participating provider analysis between carriers is not always easy as carrier's report and count providers differently and providers do routinely terminate contracts with carriers. However, with the Closed Plan program, and the limited number of providers that do participate, this analysis is more exact and more important given the structure of the program. The Closed Plan program provides a high benefit level to enrolled members but relies on a very small network of participating physicians. Though Cigna and Aetna provide access to the full DMO network as part of their proposal, these networks do not include several currently participating providers in the Closed Plan program; some of which currently have significant employee enrollment.

Additionally, Cigna and Aetna's offering of the full DMO network could provide long term cost concerns for the City. The Closed Plan was designed specifically for the City of Jersey City during the 1990's and based on the premise that an enrolled member would have access to a high level of benefits but only with a limited number of physicians. This allows the carrier to administer this high level of benefits while controlling costs. If network access increased significantly with the levels of benefits offered, it would drive up enrollment, utilization and capitation fees and, ultimately, drive the costs to administer the program. Aetna's Closed Plan program proposal is artificially low with rates comparable to 2006 rates for the City's dental program. These low rates accounts for the large reduction in proposed costs, and a significant first year increase would be anticipated. The Closed Plan program works for the City, and has worked for a number of years, because it balances strong benefits with a small network of providers.

### Employee Cost Sharing

An important element of dental contracts is evaluating the employee cost share component. Though the Closed Plan pays nearly all services at 100% and Preventative services in both Open Plans are covered at 100%, Open Plan contracts require employees to pay 20% of all Basic services and 50% of all Major services. This cost is based on a percentage of the carrier negotiated fee for certain services. For Basic services, the employee is responsible for 20% of this negotiated fee and, for Major services the employee is responsible for 50% of the negotiated fee. In determining potential employee costs, it is important to determine what the negotiated fees are for specific services and how they differ between carriers. Higher dentist reimbursements would require higher employee cost sharing, lower negotiated dentist reimbursements would require less employee cost sharing. The Request for Proposal provided clear indication that Horizon BCBSNJ has the most significant discounts with dental providers; in some examples these discounts are less than half of other dental carriers. These discounts provide significantly less out of pocket costs for employees for certain dental procedures and assure members are getting maximum allowable benefits before reaching the \$1,300 or \$2,000 Annual Maximum. Though Cigna and Aetna's proposal provides additional savings on premiums, the employees would incur a significant increase in out of pocket, cost sharing, obligations compared with Horizon BCBSNJ. There are currently 1412 Active employees and 459 Retired employees enrolled in the Open Plan program that would be impacted.

## Horizon BCBSNJ Medical Administration

Horizon BCBSNJ is interested in continuing to provide both medical and dental insurance to the employees of the City of Jersey City. To advance this objective, Horizon BCBSNJ has offered the following fee reductions contingent upon retaining these coverage programs with the City.

- Horizon will reduce the City's per contract, per month (pcpm) medical administrative fee by \$1.00
- Horizon will waive the \$0.25 pcpm medical injectable program fee on the medical plan.

These two fee reductions, based on current enrollment, will provide the City of Jersey City a savings of approximately \$66,500 in additional savings to the roughly \$28,000 decrease from current rates offered with the Horizon 2014 renewal proposal.

Both these reductions on the medical plan administration will be valid for up to three years as long as the full dental plan remains with Horizon BCBSNJ. Cigna and Aetna cannot offer such reductions in overall costs.

These additional reductions in costs provided by Horizon BCBSNJ put their overall proposal at \$94 thousand dollars less than the current costs incurred by the City of Jersey City. Cigna's final proposal provides a reduction in costs of \$112 thousand dollars with Aetna's final proposal a reduction of \$146 thousand dollars.

## Recommendation

Our official recommendation following a full review of all responses and with consideration for all factors relative to the City's employee dental program is to renew the current dental program with Horizon BCBSNJ for a period of one year. We further recommend maintaining the current Super Composite rating.

Though Horizon BCBSNJ does not provide the largest reduction in cost, their proposal does provide significant cost savings for the City while insuring the biggest discounts for employees seeking care and less provider disruption for enrolled members. The Horizon BCBSNJ proposal provides additional incentives for the City and, overall, their proposal and administration of the dental program provides the best benefits for the employees and the most stability for the City in 2014 and in subsequent years.

Renewing Horizon BCBSNJ would result in a third year of enrollment with Horizon; this third year would provide the City with rates for 2014 that are less expensive overall than 2011 with a program that has worked well for the City as well as enrolled members.

Please let me know if you have any questions or would like to review further.

Very truly yours,



Robert D. Parisi

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.848  
Agenda No. 10.Z.17  
Approved: DEC 18 2013  
TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL HEALTHCARE SERVICES OF NEW JERSEY, INC. FOR A PERIOD OF ONE (1) YEAR, JANUARY 1, 2014 THROUGH DECEMBER 31, 2014 TO PROVIDE AN OPEN DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

COUNCIL  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) must provide a dental insurance plan to all eligible employees pursuant to collective bargaining agreements with municipal labor unions and City Ordinance C-104; and

WHEREAS, Horizon Healthcare Dental Services, 3 Penn Plaza East, Newark, New Jersey 07105, is a dental insurance plan provider; and

WHEREAS, the contract between the City and Horizon Dental Services expires December 31, 2013; and

WHEREAS, the City desires to enter into a new agreement with Horizon Dental Healthcare Services for a period of one (1) year, effective as of January 1, 2014 and expiring December 31, 2014; and

WHEREAS, Horizon Dental Healthcare Services guarantees a continuation of the current services provided; and

WHEREAS, the City may enter into an agreement for a dental insurance plan pursuant to N.J.S.A. 40A:11-5(1)(m) as an extraordinary unspecifiable service (EUS) agreement; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the resolution authorizing the award of an EUS contract without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Robert Kakoleski, Acting Business Administrator, has certified that this meets the statutes and regulations governing the award of said contracts; and

WHEREAS, the total amount of the one year contract is One Million, Two Hundred and Five Thousand Dollars (\$1,205,000.00) based on the number of employees enrolled in the plan; and

DEC 18 2013

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL HEALTHCARE SERVICES OF NEW JERSEY, INC. FOR A PERIOD OF ONE (1) YEAR, JANUARY 1, 2014 THROUGH DECEMBER 31, 2014 TO PROVIDE AN OPEN DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

WHEREAS, during the term of this contract the City Purchasing agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent of the original contract amount; and

WHEREAS, funds in the amount of Three Hundred Thousand (\$300,000.00) Dollars will be available in 2014 temporary budget in account no: 01-201-23-220-803.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in the amount of \$1,205,000, in substantially the form of the attached, with Horizon Dental Healthcare Services Plan of New Jersey, Inc. for a dental insurance plan for all eligible City employees for a term of one (1) year effective January 1, 2014 and ending on December 31, 2014.
2. Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.
3. The continuation of contract after the expenditure of funds encumbered in the 2014 temporary budget shall be subject to the availability and appropriation of sufficient funds in the Calendar Year 2014 permanent budget and in the subsequent fiscal year budget.
4. Upon certification by an official or an employee of the City authorized to attest that Horizon Dental Healthcare Services of New Jersey, Inc. has provided services in accordance with the contract, then; payment to Horizon Dental Healthcare Services of New Jersey, Inc. shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40a:5-1 et seq.
5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL HEALTHCARE SERVICES OF NEW JERSEY, INC. FOR A PERIOD OF ONE (1) YEAR, JANUARY 1, 2014 THROUGH DECEMBER 31, 2014 TO PROVIDE AN OPEN DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)**

6. During the term of the contract the Purchasing Agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent.
7. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Chief Financial Officer hereby certifies that funds are available in Account No. 01-201-23-220-803 for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

\_\_\_\_\_  
Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**CERTIFICATION OF ROBERT KAKOLESKI IN SUPPORT OF AWARDING A CONTRACT TO HORIZON HEALTHCARE DENTAL SERVICES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

DATE: December 18, 2013

TO: Municipal Council

FROM: Robert Kakoleski, Acting Business Administrator

RE: Contract to provide a dental insurance plan

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Horizon Healthcare Dental Services  
Cost: \$1, 205,000.00  
Period: January 1, 2014 to December 31, 2014  
Purpose: To provide a dental insurance plan for all eligible City of Jersey City employees

This is requested to be awarded without competitive Bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

- 1) Provide a clear description of the nature of the work to be done.

Horizon Healthcare Dental Services will provide a dental insurance plan for all eligible employees.

- 2) Describe in detail why the contract meets the provisions of the statute and rules:

These services are to provide a dental insurance plan to administer professional dental services for eligible employees as per collective bargaining agreements.

- 3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

These are professional services which are specialize and qualitative in nature because it requires a licensed insurance plan provider with a proven reputation in the area of providing dental insurance to provide such services.

- 4) Describe the informal solicitation of quotations:

The Office of Health Benefits, through the City Broker, received proposals from four dental insurance plan providers listed below. The proposals were reviewed and evaluated on the following criteria: monthly premium, ability to provide required administrative service, number of participating dentists, claims processing, level of customer service, and the overall ability to provide a dental insurance plan substantially similar to the current plan.

Based on the evaluation of the above criteria and the attached recommendation of the Broker, the City has decided to award this contract to Horizon Healthcare Dental Services.

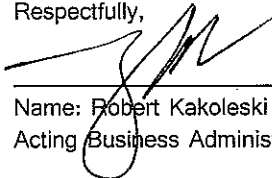
DEC 18 2013

The proposals were reviewed and evaluated and found that Horizon's one year premium is lower than the current premium in effect.

<u>Name</u>	<u>Monthly Premium</u>
Horizon Healthcare Dental Services	\$70.04
(POBA/PSOA/1066/1064)	\$71.61
Delta Dental Plan of New Jersey	\$60.94
(POBA/PSOA/1066/1064)	\$86.48
Cigna	\$72.57
(POBA/PSOA/1066/1064)	\$74.20
Aetna	\$76.35
(POBA/PSOA/1066/1064)	\$78.07

- 5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

  
Name: Robert Kakoleski  
Acting Business Administrator

**RD PARISI**  
**Associates**  
Employee Benefits Consultants

December 8, 2013

Ms. Michaline Yurcik  
Health Benefits  
City Hall - Room 103  
280 Grove Street  
Jersey City, NJ 07302

Re: Horizon BCBSNJ January 1<sup>st</sup> 2014 Dental Renewal -- Renewal Recommendation

In preparation of the January 1<sup>st</sup> 2014 renewal, a formal Request for Proposal (RFP) was prepared and advertised. The RFP contained all relevant enrollments, plan costs and contract information as well as all the legal information required by the City of Jersey City. In addition to Horizon BCBSNJ, the in-force carrier, three other carriers responded to the RFP and are qualified to provide Dental coverage in accordance with the outlined requirements. We received official responses from the following carriers: Horizon BCBSNJ, Delta Dental, Cigna & Aetna. This summary and recommendation follows a thorough review of the responses, the City's expectations and discussion with Administration officials.

### Composite Rate Proposal

The current rates for the two Open Plan Options and the one Closed Plan Option are based on Super Composite rates; meaning that all tiers of enrollment, single, Parent/Child, Husband/Wife or Family, are based on the same monthly billed rate. The RFP requested Super Composite rates proposals for a 12 month contract as well as a proposal for a 24 month contract. Horizon BCBSNJ, Aetna and Cigna's Super Composite Rate proposals all present savings for the City over current rates. The Horizon BCBSNJ proposal for the 2014 policy year presents a reduction in total cost of \$28 thousand dollars over current costs. Cigna and Aetna's proposal provides savings in excess of the Horizon proposal. Cigna's proposal reduces total cost by \$112 thousand dollars and Aetna's proposal would reduce total costs by \$146 thousand dollars. Delta Dental did not offer a good program worthy of consideration.

The current dental program is in the closing months of a two year contract in which rates have remained unchanged since 2010. Unfortunately, none of the proposals submitted provided a strong multi-year, 24 month option for consideration.

### Three Tier Rate Proposal

Given the advent of Chapter 78 employee contributions toward Medical, Rx & Dental insurance, it is important to insure rates are affordable, comparable to benefits offered and fairly structured. This significant change in New Jersey Public Employee contracts requires that Super Composite rates be examined closely and compared to a traditional three tiered rate structure for dental insurance. Employee contributions, based on Chapter 78 provisions, would be less for some employees under a tiered rate



system though more expensive for other tiers; significantly more expensive for members enrolled with 3P, Family contracts.

The overall costs for three tier rate system were more expensive than the composite rates, providing an increase in total costs for the City. Given that an equal number of employees will pay more as will pay less under Chapter 78, and the overall costs to the City will increase, it is not recommended to implement a three tier rate system at this time.

Aetna did not submit a proposal for three tier rates.

### Participating Providers

Comparing participating provider analysis between carriers is not always easy as carrier's report and count providers differently and providers do routinely terminate contracts with carriers. However, with the Closed Plan program, and the limited number of providers that do participate, this analysis is more exact and more important given the structure of the program. The Closed Plan program provides a high benefit level to enrolled members but relies on a very small network of participating physicians. Though Cigna and Aetna provide access to the full DMO network as part of their proposal, these networks do not include several currently participating providers in the Closed Plan program; some of which currently have significant employee enrollment.

Additionally, Cigna and Aetna's offering of the full DMO network could provide long term cost concerns for the City. The Closed Plan was designed specifically for the City of Jersey City during the 1990's and based on the premise that an enrolled member would have access to a high level of benefits but only with a limited number of physicians. This allows the carrier to administer this high level of benefits while controlling costs. If network access increased significantly with the levels of benefits offered, it would drive up enrollment, utilization and capitation fees and, ultimately, drive the costs to administer the program. Aetna's Closed Plan program proposal is artificially low with rates comparable to 2006 rates for the City's dental program. These low rates accounts for the large reduction in proposed costs, and a significant first year increase would be anticipated. The Closed Plan program works for the City, and has worked for a number of years, because it balances strong benefits with a small network of providers.

### Employee Cost Sharing

An important element of dental contracts is evaluating the employee cost share component. Though the Closed Plan pays nearly all services at 100% and Preventative services in both Open Plans are covered at 100%, Open Plan contracts require employees to pay 20% of all Basic services and 50% of all Major services. This cost is based on a percentage of the carrier negotiated fee for certain services. For Basic services, the employee is responsible for 20% of this negotiated fee and, for Major services the employee is responsible for 50% of the negotiated fee. In determining potential employee costs, it is important to determine what the negotiated fees are for specific services and how they differ between carriers. Higher dentist reimbursements would require higher employee cost sharing, lower negotiated dentist reimbursements would require less employee cost sharing. The Request for Proposal provided clear indication that Horizon BCBSNJ has the most significant discounts with dental providers; in some examples these discounts are less than half of other dental carriers. These discounts provide significantly less out of pocket costs for employees for certain dental procedures and assure members are getting maximum allowable benefits before reaching the \$1,300 or \$2,000 Annual Maximum. Though Cigna and Aetna's proposal provides additional savings on premiums, the employees would incur a significant increase in out of pocket, cost sharing, obligations compared with Horizon BCBSNJ. There are currently 1412 Active employees and 459 Retired employees enrolled in the Open Plan program that would be impacted.

## Horizon BCBSNJ Medical Administration

Horizon BCBSNJ is interested in continuing to provide both medical and dental insurance to the employees of the City of Jersey City. To advance this objective, Horizon BCBSNJ has offered the following fee reductions contingent upon retaining these coverage programs with the City.

- Horizon will reduce the City's per contract, per month (pcpm) medical administrative fee by \$1.00
- Horizon will waive the \$0.25 pcpm medical injectable program fee on the medical plan.

These two fee reductions, based on current enrollment, will provide the City of Jersey City a savings of approximately \$66,500 in additional savings to the roughly \$28,000 decrease from current rates offered with the Horizon 2014 renewal proposal.

Both these reductions on the medical plan administration will be valid for up to three years as long as the full dental plan remains with Horizon BCBSNJ. Cigna and Aetna cannot offer such reductions in overall costs.

These additional reductions in costs provided by Horizon BCBSNJ put their overall proposal at \$94 thousand dollars less than the current costs incurred by the City of Jersey City. Cigna's final proposal provides a reduction in costs of \$112 thousand dollars with Aetna's final proposal a reduction of \$146 thousand dollars.

## Recommendation

Our official recommendation following a full review of all responses and with consideration for all factors relative to the City's employee dental program is to renew the current dental program with Horizon BCBSNJ for a period of one year. We further recommend maintaining the current Super Composite rating.

Though Horizon BCBSNJ does not provide the largest reduction in cost, their proposal does provide significant cost savings for the City while insuring the biggest discounts for employees seeking care and less provider disruption for enrolled members. The Horizon BCBSNJ proposal provides additional incentives for the City and, overall, their proposal and administration of the dental program provides the best benefits for the employees and the most stability for the City in 2014 and in subsequent years.

Renewing Horizon BCBSNJ would result in a third year of enrollment with Horizon; this third year would provide the City with rates for 2014 that are less expensive overall than 2011 with a program that has worked well for the City as well as enrolled members.

Please let me know if you have any questions or would like to review further.

Very truly yours,



Robert D. Parisi

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.849  
Agenda No. 10.Z.18  
Approved: DEC 18 2013  
TITLE:



## **RESOLUTION AWARDING A CONTRACT TO HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

COUNCIL  
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

**WHEREAS**, Resolution 11-047 approved on January 26, 2011 authorized a contract with Horizon Blue Cross/Blue Shield of New Jersey (Horizon) to administer the City's Self-Funded Health Plan for City of Jersey City employees and retirees; and

**WHEREAS**, the contract was awarded as an Extraordinary Unspecifiable Services Agreement pursuant to N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law; and

**WHEREAS**, Resolution 11-047 authorized the Business Administrator to execute a contract with Horizon for the provision of such services; and

**WHEREAS**, the contract was in effect from of January 1, 2011 through December 31, 2013; and

**WHEREAS**, Horizon has provided administrative services for the City's Self Funded Health Plan from January 1, 2011 to December 31, 2013; and

**WHEREAS**, the City wishes to enter into an agreement with Horizon to provide administrative services for the City's Self-Funded Health Plan from January 1, 2014 to December 31, 2014 with the option to renew for two additional one year terms; and

**WHEREAS**, the City of Jersey City may enter into a contract for administrative services pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

**WHEREAS**, Robert Kakoleski the City Acting Business Administrator, has certified that these services qualify as an extraordinary, unspecifiable service under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii); and

**WHEREAS**, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq.

**WHEREAS**, the total contract amount paid to Horizon Blue Cross Blue Shield of New Jersey will be for the payment of their administrative fees and claims incurred by all eligible enrollees; and

**WHEREAS**, the total contract amount for the period of January 1, 2014 to December 31, 2014 is FIFTY-TWO MILLIONS (\$52,000,000.00) DOLLARS; and

**WHEREAS**, during the time of this contract the City Purchasing Agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent; and

**WHEREAS**, funds in the amount of TWELVE MILLION (\$12,000,000.00) DOLLARS are available in the 2014 temporary calendar year budget in account number 01-201-23-220-801.

**WHEREAS**, the continuation of this agreement is contingent upon the availability and appropriation annually of sufficient funds in the 2014 calendar year budget.

TITLE:

**RESOLUTION AWARDING A CONTRACT TO HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract with Horizon Blue Cross Blue Shield of New Jersey to provide administrative services for the City's self-insured health plan for a term of one year (1) beginning January 1, 2014 and expiring on December 31, 2014 with the option to renew for two (2) years.
2. The total cost to the city for the one (1) year contract is Fifty-Two Million (\$52,000,000.00) Dollars.
3. The contract is authorized as an EUS pursuant to N.J.S.A. 40A:11-5(1)(a)(ii), N.J.S.A. 40A:11-5(1)(m), and for the reasons stated in the EUS certification executed by the Business Administrator and attached hereto.
4. The contract shall contain a clause making the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget subject to the appropriation of sufficient funds in the 2014 calendar year permanent budget.
5. Upon certification by an official or employee of the city authorized to attest that Horizon Blue Cross Blue Shield of New Jersey has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.
7. The award of this contract shall be subject to a condition that Horizon Blue Cross Blue Shield of New Jersey provides satisfactory evidence of compliance with the applicable Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Chief Financial Officer hereby certify that funds are available in Account No. 01-201-23-220-801.

Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**CERTIFICATION OF ROBERT KAKOLESKI IN SUPPORT OF AWARDING A CONTRACT TO HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

DATE: December 18, 2013

TO: Municipal Council

FROM: Robert Kakoleski, Business Administrator

RE: Contract to provide administer the medical insurance plan

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Horizon Blue Cross Blues Shield of New Jersey  
Cost: \$52,000,000.00  
Period: January 1, 2014 to December 31, 2014  
Purpose: To administer the City's self funded medical insurance plan for all eligible employees and retirees.

This is requested to be awarded without competitive Bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

- 1) Provide a clear description of the nature of the work to be done.  
  
Horizon Blue Cross Blue Shield of New Jersey, Inc. will administer the City's self funded medical insurance plan for all eligible employees and retirees.
- 2) Describe in detail why the contract meets the provisions of the statute and rules:  
  
These services are to provide the administration of the medical plan and the processing of claims, etc., for eligible employees and retirees.
- 3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:  
  
These services require a licensed insurance plan provider with a proven reputation in the area of administering medical insurance.  
  
A. It also requires reasonable knowledge of medical procedures to protect both the provider and client from fraudulent claims and insure that the services provided are satisfactory.
- 4) Describe the informal solicitation of quotations:  
  
The Office of Health Benefits received proposals from the Broker of Record. The proposals were reviewed and evaluated on the following criteria; monthly administrative fees, ability to provide required administrative services, computerized data management system, claims processing, level of customer service, and the overall ability to provide coverage substantially similar to the current plan and per union contracts.  
  
Additional quotes were requested and received from United and Magnacare and although they came in equal to or better their discounts would cause a significant increase in costs and their network is not equal to Horizon.  
  
Based on the evaluation of the above criteria, the City has decided to award this contract to Horizon Blue Cross Blue Shield of New Jersey, Inc.

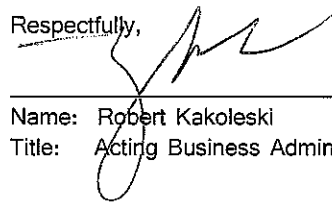
Name

Administrative Fee

Horizon Blue Cross Blue Shield	\$37.29 Actives/under 65 Retirees
	\$28.72 Retirees Medicare Primary
United	\$37.33 Actives/under 65 Retirees
	\$24.94 Retirees Medicare Primary
Magnacare	\$22.00 Actives/under 65 Retirees
	\$22.00 Retirees Medicare Primary

- 5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,



Name: Robert Kakoleski

Title: Acting Business Administrator

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.850

Agenda No. 10.Z.19

Approved: DEC 18 2013



TITLE:

RESOLUTION AWARDING A CONTRACT TO SUNLIFE  
INSURANCE COMPANY TO PROVIDE STOP GAP  
INSURANCE FOR EMPLOYEES AND RETIREES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City must provide Stop Gap Insurance for all employees and retirees; and

WHEREAS, SunLife Insurance Company is a provider of Stop Gap insurance; and

WHEREAS, stop gap insurance is a policy that protects the City from catastrophic medical claims that exceed \$225,000 per individual; and

WHEREAS, the City of Jersey City desires to enter into an agreement, with SunLife Insurance Company for a period of one (1) year effective January 1, 2014 and ending December 31, 2014; and

WHEREAS, the City of Jersey City may enter into a contract for stop gap insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

WHEREAS, Robert Kakoleski, the City Acting Business Administrator, has certified that these services qualify as an extraordinary, unspecifiable service under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et.seq.

WHEREAS, SunLife Insurance Company has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance adopted on September 3, 2008; and

WHEREAS, the total amount of the one (1) year contract is TWO MILLION THREE HUNDRED EIGHTY-EIGHT (\$2,388,000.00) DOLLARS; and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new employees; and

WHEREAS, funds in the amount of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) are available in the 2014 temporary calendar year budget in account number 01-201-23-220-802; and

DEC 18 2013

TITLE: RESOLUTION AWARDING A CONTRACT TO SUNLIFE  
INSURANCE COMPANY TO PROVIDE STOP GAP  
INSURANCE FOR EMPLOYEES AND RETIREES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE

WHEREAS, the continuation of this agreement is contingent upon the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget;

WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract attached hereto with SunLife Insurance Company to provide stop gap insurance for active employees and retirees for a term of one year (1) effective January 1, 2014 and expiring on December 31, 2014.
2. The total cost to the city for the one (1) year contract is Two Million Three Hundred Eighty Eight Thousand (\$2,388,000.00) Dollars.
3. The contract is authorized as an EUS pursuant to N.J.S.A. 40A:11-5(1)(a)(ii), N.J.S.A. 40A:11-5(1)(m), and for the reasons stated in the EUS certification executed by the Business Administrator and attached hereto.
4. The contract shall contain a clause making the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget subject to the appropriation of sufficient funds in the 2014 calendar year permanent budget.
5. Upon certification by an official or employee of the city authorized to attest that SunLife Insurance Company has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.



TITLE: DEC 18 2013

**RESOLUTION AWARDING A CONTRACT TO SUNLIFE  
INSURANCE COMPANY TO PROVIDE STOP GAP  
INSURANCE FOR EMPLOYEES AND RETIREES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE**

7. The award of this contract shall be subject to a condition that Reliastar Life Insurance Company provides satisfactory evidence of compliance with the applicable Affirmative Action amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.
8. The City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with the resolution.

I, Donna Mauer, Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

-----  
Donna Mauer,  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel


Certification Required ☐Not Required ☐APPROVED 9-0

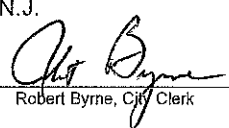
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

CERTIFICATION OF ROBERT KALOLESKI IN SUPPORT OF AWARDING A CONTRACT  
TO SUNLIFE INSURANCE COMPANY FOR STOP GAP INSURANCE AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE CERTIFICATION

DATE: December 18, 2013

TO: Municipal Council

FROM: Robert Kaloleski, Acting Business Administrator

RE: Contract to provide stop gap insurance for  
Active Employees and Retirees

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: SunLife Insurance Company  
Cost: \$2,388,000.00  
Period: January 1, 2014 thru December 31, 2014  
Purpose: To provide a stop gap insurance policy for  
active employees and retirees of the City  
of Jersey City

This is to request an award of a contract without receipt of formal bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)). I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

SunLife Insurance Company will provide a stop gap insurance policy for all active employees and retirees in the event that medical bills for an individual surpass \$225,000.00 in a given plan year. This is an umbrella policy that protects the City from catastrophic claims.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract is to provide stop gap insurance coverage for City non-management employees. N.J.S.A. 40A:11-5(m) states that contracts for insurance may be awarded in accordance with the regulations applicable to extraordinary, unspecifiable service contracts.

3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

It is insurance that is coupled with the Horizon health insurance and a necessity with a group the size of the City of Jersey City for claims protection in the event of any catastrophic incidents.

4. Describe the informal solicitation of quotations:

The following solicitations were obtained by Acrisure, LLC.  
Each provider gave a monthly premium.

SunLife	Reliastar
\$188,387.00	\$201,755.00

5. I have reviewed the rules of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et. seq. And certify that the proposed contract may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,



Robert Kakoleski  
Acting Business Administrator

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.851

Agenda No. 10.Z.20

Approved: DEC 18 2013



**TITLE: RESOLUTION AMENDING THE APPOINTMENT OF MUNICIPAL PROSECUTORS FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR TERM OF ONE YEAR**

**COUNCIL**  
**adoption of the following Resolution:**

**offered and moved**

**WHEREAS, N.J.S.A. 2B:25-4** provides that each Municipal Court in New Jersey shall have a Chief Municipal Prosecutor and Municipal Prosecutors to serve for terms of one year from the date of their appointments; and

**WHEREAS, under N.J.S.A. 2B:25-5a**, Municipal Prosecutors shall prosecute all offenses within the statutory jurisdiction of the Municipal Court as defined by law, including but not limited to municipal ordinance and municipal code violations pertaining to zoning, land or property use regulation, property maintenance, building or construction; and

**WHEREAS, the Municipal Council of the City of Jersey City** approved Resolution 13-793 on November 26, 2013 authorizing the appointment of a Chief Municipal Prosecutor and Municipal Prosecutors to serve for a term of one year; and

**WHEREAS, as a result of a recent resignation**, it is necessary to amend the resolution to appoint an additional Municipal Prosecutor;

**WHEREAS, the Mayor has appointed David L. Labib**, residing at 2983 Kennedy Boulevard, Jersey City, New Jersey 07306, for a one year term as part-time Assistant Municipal Prosecutor of the Municipal Court of Jersey City, subject to the advice and consent of the Municipal Council;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The appointment of **David J. Labib**, as part time Assistant Municipal Prosecutor, be and is hereby approved with a one year term of office to commence on or about December 1, 2013 and to expire on December 31, 2014.
2. The Assistant Municipal Prosecutors shall be compensated on an hourly, per diem, or annual basis in an amount to be determined by the Mayor or Business Administrator.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

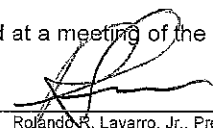
APPROVED **8-1**

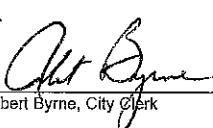
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

December 5, 2013

Council President and  
Members of the Municipal Council  
280 Grove Street  
Jersey City, New Jersey 07302

**Reference: Appointment of Municipal Court Prosecutor**

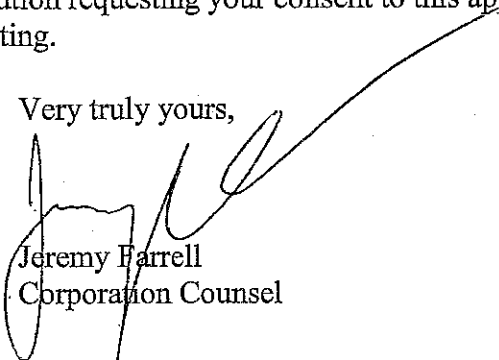
Dear Council President and Members:

I write to inform you of the resignation Mr. Andrew Sobel due to scheduling issues. The vacancy necessitates a new appointment to the Jersey City Prosecutor's Office. The appointment requires designation by the Mayor, and the advice and consent of the Municipal Council.

Mayor Steven M. Fulop is submitting for your consent David J. Labib. The Mayor believes the candidate is well qualified to assume the duties of municipal court prosecutor. Enclosed for your consideration is Mr. Labib's résumé. Please feel free to contact him directly to set up a time to meet or to ask any questions you may have.

It is the Mayor's intention to have the resolution requesting your consent to this appointment on the agenda of the December 18, 2013 Council Meeting.

Very truly yours,

  
Jeremy Farrell  
Corporation Counsel

JF/ mp  
Enclosure

cc: Steven M. Fulop, Mayor  
Muhammed Akil, Chief of Staff  
Robert Kakoleski, Acting Business Administrator  
Armando Molina, Chief Prosecutor

# DAVID J. LABIB

2983 Kennedy Blvd., Jersey City, NJ 07306

201.866.5116

david@labiblaw.com

## SUMMARY OF QUALIFICATIONS

Accomplished Attorney in good standing and licensed in NJ and NY with 7 years of criminal, civil, and family law litigation experience. Successfully tried and litigated cases in the following areas of law:

- Criminal Trials: Motions to Dismiss 1st and 2nd Degree Charges; and Violations of Restraining Orders.
- Family Trials: Final Restraining Order Cases; and Child Removal Cases (DODD Removal).
- Municipal Court Trials: Motor Vehicle Violations; and Taxi-Limousine Violations
- Landlord-Tenant Trials: Abatement/Rebates and Grounds/Jurisdiction Cases
- Civil Trials: Contract Disputes and Commercial Transactions

## PROFESSIONAL EXPERIENCE

### **Solo Practitioner/Attorney**

Jan. 2012 - Present

*Law Office of David J. Labib, LLC, Jersey City, NJ*

Established a successful solo practice in Jersey City based on a strong reputation within the community and referrals from previous clients. Drafted, argued and won a legal brief/motion to dismiss 1st and 2nd degree criminal charges in Superior Court. Successfully tried a criminal case for a violation of a TRO and placed several Defendants in PTL. Dismissed and amended many 3rd and 4th Degree Crimes, Disorderly Persons and Petit DP's Offenses, and Municipal Ordinance Violations in Superior and Municipal Courts throughout NJ. Zealously represent clients on family matters in NY and NY that pertain to divorce, domestic violence restraining orders, custody, visitation, child support, alimony, enhanced earnings contributions, and equitable distribution. Tried, settled, and negotiated civil cases based on contractual disputes, consumer frauds, and personal injury and several Landlord-tenant matters. Perform many real estate, commercial, business, assets and liquor store license transfers and closings.

### **Associate Attorney**

Dec. 2007 - Dec. 2011

*Doss & Associates, PC, Jersey City, NJ*

Profitably expanded an immigration law practice into other areas of law. Won trials in areas of: 1) domestic violence/restraining orders, 2) child removal DODD hearings and fact-finding against DYFS, 3) Landlord-tenancy cases, and 4) municipal court cases. Represented clients in municipal courts throughout NJ for Disorderly Persons and PDP's, Municipal Ordinance Violations, motor vehicle violations, DWI and refusal violations, housing violations, and taxi-limousine violations. Drafted, argued and won legal briefs and motions at municipal court.

### **Legal Intern**

Aug. 2006 - May 2007

*Bet Tzedek Legal Services Clinic, New York, NY*

Specially selected while a law student to argue before the NY Supreme Court as an attorney. Represented clients in landlord-tenant disputes and NYC Housing Authority eviction cases. Drafted memos of law, reply briefs, motions for summary judgment and affidavits. Successfully argued Motion for Summary Judgment in NYC Housing Court.

### **Legal Intern**

Jun. 2006 - Aug. 2006

*The Population Council, Inc., New York, NY*

Directly assisted General Counsel with all corporate legal matters. Evaluated liability for license agreements. Researched and coordinated defense with outside litigation firm. Prepared discovery requests.

## EDUCATION

### **BENJAMIN N. CARDOZO SCHOOL OF LAW, New York**

J.D., May 2007; Concentrations: **Litigation** and Intellectual Property

Honors: *Hudson County Bar Association Scholarship*, 2006 - 2007

Activities: Bet Tzedek Legal Services Clinic; Intellectual Property Law Association; Cardozo Softball Team

### **QUINNIPIAC UNIVERSITY SCHOOL OF LAW, Connecticut**

J.D. Candidate, Attended 2004-2005

Honors: **Top 25%**; Rank 36/150; Awarded Merit Scholarship

RUTGERS UNIVERSITY, New Jersey

B.A., May 1999

Honors: Awarded four-year Merit Scholarship, *Garden State Scholar*

Activities: Co-Founder & Vice President of *Coptic Egyptian Society*

### LANGUAGES & AFFILIATIONS

Languages: **Fluent in Arabic**

Hudson County Bar Association, American Bar Association

Coptic Hymns Consultant for YALE UNIVERSITY, DIVINITY SCHOOL OF SACRED MUSIC

Coptic Hymns Expert with an exhibit accredited to my name at NEWARK MUSEUM, NJ

References: from Judges and Attorneys furnished upon request

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.852

Agenda No. 10.Z.21

Approved: DEC 18 2013

TITLE:

## RESOLUTION HONORING

### Reverend Fr. Dr. Felix Ugwuozor



**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor has been a beloved member of the New Jersey community since 2001, ministering to the needs of the people; and

**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor served as a Research and Doctoral Assistant at Montclair State University while teaching and earning his Ph.D. degree in Philosophy of Education from Montclair State University; and

**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor served as the Director of Pastoral Care at Orange Memorial Hospital in Orange, NJ during the years 2001-2004. He became part of the Jersey City family while serving as Parochial Vicar of Resurrection Parish (St. Bridget, St. Mary, St. Michael and St. Peter) from 2004-2009, providing friendship, compassion, understanding, love and direction to all of those he met; and

**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor, since 2011, has served as a Weekend Assistant at St. Joseph's Parish and at St. Anne's since 2012 in Jersey City, where his selflessness and dedication in ministering to those parishioners continued to build friendships; and

**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor continued teaching at Montclair State University while teaching at Fairleigh Dickinson University, St. Peter's University and Seton Hall University, where he has assisted at St. Aeden's Parish; and

**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor has always found time to visit those who are homebound and hospitalized in Jersey City and has consistently and conscientiously visited and cared for residents at Cusack Care Center in Jersey City; and

**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor founded OneHopeChildren, Inc. a 501(c)(3) nonprofit organization in 1999, which through the support of his friends in Jersey City and the United States, has provided a quality education to more than 100 children who would otherwise not be able to attend school; and

**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor, through OneHopeChildren and with the support of his friends in Jersey City, has successfully undertaken a medical mission each year with a team of doctors and medical professionals who provide medical care to more than 1,000 Nigerian children and their families who would otherwise never receive health care; and

**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor, through OneHopeChildren and with the support of his friends in New Jersey, successfully embarked upon a project that provides clean drinking water to the people of Amachala, Nigeria; and

**WHEREAS**, Reverend Fr. Dr. Felix Ugwuozor announced his intention to return to his family and continue his work in Nigeria.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Reverend Fr. Dr. Felix Ugwuozor for his many achievements and commitment to the people of Jersey City. We wish him continued health, happiness and success in future endeavors.

G:\WPDOCS\TOLONDA\RESOS\CHURCHES\Reverend Fr. Dr. Felix Ugwuozor.docx

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rafael R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.853  
Agenda No. 10.Z.22  
Approved: DEC 18 2013  
TITLE:



## Resolution Honoring James Raymond Donovan

Fr. Mychal Judge Division One, Hudson County,  
Ancient Order of Hibernians in America's  
Humanitarian of the Year - 2014

**WHEREAS**, James (Jim) Raymond Donovan was born in Elizabeth, NJ in 1965 to Raymond F. and Frances Forker Donovan. His father was the son of Michael and Catherine Donovan of Bayonne, NJ and his mother's parents, Patrick and Fanny Forker hailed from County Donegal, Ireland; and

**WHEREAS**, Jim Donovan and his family relocated to Maplewood, NJ when he was five years old. He attended St. Joseph School in Maplewood and St. Benedict's Prep in Newark before graduating in 1983 from Columbia High School in Maplewood. Jim furthered his education at Ashland College in Ohio and Kean University; and

**WHEREAS**, Jim Donovan began his youth lacrosse coaching career after college, managing the Maplewood Lacrosse Club, an organization historically known in the lacrosse community. Jim became involved on the state level by sitting on the Executive Committee of the New Jersey Junior Lacrosse League as a vice president and eventually president, the position he currently holds. During his tenure as president, NJ Junior Lacrosse League's membership has increase twentyfold. In 2009, Jim was awarded the Program Administrator of the Year honor from US Lacrosse at its National Convention in Baltimore, MD. At the time, NJ Junior Lacrosse League had approximately 20,000 participants and was recognized as the largest boys youth lacrosse league in the United States; and

**WHEREAS**, Jim Donovan worked on Wall Street during the 1990's as an institutional currency and bond broker before switching to the financial services industry in 2001. He is currently employed by Park Financial Group in Lyndhurst, NJ; and

**WHEREAS**, Jim Donovan married his best friend and fellow Red Sox fan, Maria Andreis in 1996. In 2001, they became the proud parents of Campbell Joseph. Campbell propelled Jim into advocacy of Early Intervention, a program which assists children with special needs. He has met with numerous lawmakers urging them to support causes for children with special needs. In 2005, Jim, Maria and Campbell welcomed Aidan into the world; and

**WHEREAS**, on Saturday, December 14, 2013, the Fr. Mychal Judge Division One, Hudson County, New Jersey, Ancient Order of Hibernians in America will host its 11th Annual Christmas Dinner Dance at which time, James Donovan will be honored as Hibernian of the Year - 2014. Jim is a proud, original member and a past president.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor, James Donovan, Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernian in America's Hibernian of the Year - 2014.

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APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.854

Agenda No. 10.7.23

Approved: DEC 18 2013

TITLE:



## Resolution Honoring Michael A. Ryan

Fr. Mychal Judge Division One, Hudson County,  
Ancient Order of Hibernians in America's  
Humanitarian of the Year - 2014

**WHEREAS**, Michael A. Ryan was born on July 19, 1959, in Montclair, New Jersey to P.J. Ryan of Knockenure, Borrisaliegh, County Tipperary and Mary Francis Dooley of Coolrain, Port Laois, County Laois. In 1959, the Ryans relocated to the United States and lived in Montclair, New Jersey. Michael, along with his sisters Maureen and Eileen, and brother Eamonn, attended primary and secondary schools in Montclair. He furthered his education at Union County Data Processing Institute and earned an engineering degree from New Jersey Institute of Technology; and

**WHEREAS**, Michael A. Ryan has worked in the fire alarm systems business for 25 years with his associates Peter Dineen, Eamonn Ryan and Timothy Derbique. In 1986, they started their own business and presently serve as operators of the company; and

**WHEREAS**, Michael Ryan is also a successful Jersey City property developer and restaurateur. During the past 15 years, he has owned Coles Street Cafe, P. J. Ryans Pub and Michael Anthony's Restaurant. The Coles Street Cafe and P. J. Ryans Pub building and associated rentals, were sold for a profit and are still operating under new names. Michael along with partners, currently operate P.J. Ryans Tavern and Cafe95 both located in Jersey City; and

**WHEREAS**, Michael Ryan is a philanthropist and community servant. Some recent achievements are; Past President of Hudson County Boys and Girls Club, Past Chairman of Jersey City St. Patrick's Day Parade Committee and current Trustee, Library Foundation Chairman, Hudson County Community College Foundation Board Member, Francis Pope Memorial Foundation "Man of the Year," Chairman of the Jersey City Planning Board, Chairman of the Jersey City Police Foundation, 2006 Grand Marshall of the St. Patrick's Day Parade and 2005 Friendly Sons Irishman of the Year. In addition, he is actively involved in the Jersey City St. Patrick's Day Parade Committee, Friendly Sons of St. Patrick, Ancient Order of Hibernians, Newark Ironbound Irish, Elks Club, Moose Lodge and various golf committees; and

**WHEREAS**, Michael Ryan has lived in Jersey City for more than 20 years with his wife Elizabeth. He is the loving father of four children, Kelly, Christopher, Claire and Patricia. In addition Michael and Elizabeth are proud of their two grandchildren, Garrett and Avery, children of Kelly and Branden Guarner; and

**WHEREAS**, on Saturday, December 14, 2013, the Fr. Mychal Judge Division One, Hudson County, New Jersey, Ancient Order of Hibernians in America will host its 11<sup>th</sup> Annual Christmas Dinner Dance at which time, Michael Ryan will be honored as Humanitarian of the Year - 2014.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Michael A. Ryan, Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernian in America's Humanitarian of the Year - 2014.

G:\WPDOC\STOLONDA\RESO\HONORING\Ancient Order of Hibernians - 2014 - M.Collum for Yun.docx

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.855  
Agenda No. 10.Z.24  
Approved: DEC 18 2013  
TITLE:



## Resolution Honoring Maryanne Kelleher

RECIPIENT OF THE SAINT DOMINIC ACADEMY DOMINICAN PILLAR AWARD  
ON THE OCCASION AND CELEBRATION OF THE 15<sup>th</sup> ANNUAL SDA LEADERSHIP AWARDS GALA

WHEREAS, Maryanne Kelleher was born and raised in the McGinley Square section of Jersey City. She was the youngest of four children and surrounded by a loving family of singers. Her family is of Irish descent and they spent many weekends at Irish dance competitions; and

WHEREAS, Maryanne Kelleher attended Saint Aiden grammar school and Saint Dominic Academy (SDA) high school. She furthered her education at Saint Peter's University where she earned a Bachelor's Degree in 1994; and

WHEREAS, Maryanne Kelleher participated in sports and the arts early in her childhood and advocates for both, believing that both athletics and the arts are equally important. She is a strong supporter of historic restoration, public art and expression and Jersey City's multicultural community; and

WHEREAS, Maryanne Kelleher has been employed by the City of Jersey City since 1996. She currently serves as the Director of the Division of Cultural Affairs and has served during several administrations including, Mayors Bret Schundler, Glenn Cunningham, L. Harvey Smith, Jerramiah T. Healy, and the newly-elected Mayor Steven M. Fulop. Maryanne has also served as a Commissioner of Jersey City's Tourism Board and held elected office; and

WHEREAS, Maryanne Kelleher is responsible for planning free citywide concerts, art exhibits, theater performances, multiethnic festivals, holiday events, civic pride celebrations and special commemorations. She encourages all Jersey City artists to contact the Division of Cultural Affairs for assistance with their projects and offers marketing, support staff and event guidance; and

WHEREAS, Maryanne Kelleher initiated the Ethnic Festival Series which earned the first prize award from the National Black Caucus of the National League of Cities. Under her direction, the Jersey City Artists Studio Tour has grown tremendously. The Division of Cultural Affairs and ProArts have arduously worked to significantly increase artist participation and expand the tour map; and

WHEREAS, Maryanne Kelleher will be honored on November 21, 2013, by Saint Dominic Academy at the 15<sup>th</sup> Annual SDA Leadership Awards Gala at which time she will receive the Dominican Pillar Award, the highest honor given to outstanding individuals whose personal and professional lives reflect the values of Saint Dominic Academy.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby congratulate Maryanne Kelleher, recipient of the Saint Dominic Academy Dominican Pillar Award on the occasion and celebration of the 15th Annual SDA Leadership Awards Gala. We are proud of her success and wish her much happiness and fulfillment in all her future endeavors.

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APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

### RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.856  
Agenda No. 10.Z.25  
Approved: DEC 18 2013  
TITLE:



## **RESOLUTION HONORING** **Local 246 Jersey City Public Employees, Inc.** **ON THE OCCASION OF THEIR 40<sup>TH</sup> ANNIVERSARY**

**WHEREAS**, labor unions and the labor movement in the United States formed because of the need to protect the common interest of workers fighting for better wages, benefits, reasonable hours and safer working conditions; and

**WHEREAS**, in 1966, municipal workers of Jersey City were forced to work an additional hour without additional compensation at a time when salaries and wages for the rank and file, permanent employees were below the poverty level. In 1971, the U.S. Department of Labor would not permit Jersey City participants in Emergency Employment Act (EEA) and Comprehensive Employment and Training Act (CETA) programs to be paid at such a low level and as a result were paid at a higher pay scale than veteran, permanent, rank and file employees; and

**WHEREAS**, Local 246 Public Employees, Inc., has for the past 40 years, under the leadership of Peter Schrieber, Connie Mancini, Donald Mangieri, and its current president, Matthew M. Barrett, assisted with the improvements of job security, work environment and the rights of the municipal workers of Jersey City. Founded, established and led by its first president, Mr. Peter Schrieber in 1973, the union replaced Hudson Council #2 New Jersey Civil Employees Association which was established after years of dissatisfaction with the mistreatment of municipal employees; and

**WHEREAS**, Local 246 Public Employees, Inc. has been productive in gaining benefits and negotiating raises in difficult contracts through difficult economical times, layoffs and budgetary restraints. At one time, the union consisted of approximately 700 members and currently represents approximately 460 members. The union has maintained its reputation as an organization dedicated to the preservation and protection of its members while creating better standards and a strong middle class in the City of Jersey City; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Local Union 246 Public Employees, Inc. on the occasion of their 40<sup>th</sup> anniversary. We offer special recognition to their shop stewards and trustees for their outstanding leadership and service.

**BE IT FURTHER RESOLVED**, that the Municipal Council is proud to honor the following:  
**Members of the Executive Board of Local 246 Public Employees, Inc.**

**Matthew M. Barrett, President**

**Inez Anderson, 1<sup>st</sup> Vice President**  
**Julio Cordero, Jr, 2<sup>nd</sup> Vice President**  
**Bertha Lee Ford, Secretary Treasury**

**David Tafur, Corresponding Secretary**  
**Steve T. Golecki, Recording Secretary**  
**Edward CJ Meehan, Sergeant-at-Arms**

G:\WPDOCS\TOLONDAIRES\OSANNIVERSARY\Local 246 Jersey City Public Employees Inc.wpd

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.857  
Agenda No. 10.Z.26  
Approved: DEC 18 2013  
TITLE:



## **Resolution Honoring The Reverend Dr. John R. Muñiz ON THE OCCASION OF HIS 30TH ANNIVERSARY IN MINISTRY**

**WHEREAS**, John R. Muñiz was born in New York City. He was the oldest of three children born to the late Reverend Juan Muñiz and Reverend Aeropajita Muñiz; and

**WHEREAS**, The Reverend Doctor John R. Muñiz is a graduate of New York Theological Seminary where he obtained his Doctor of Ministry degree. He holds his Master of Divinity from New Brunswick Theological Seminary, a Master of Business Administration degree from Fairleigh Dickinson University, and a Master of Public Administration degree from New York Metropolitan College (formerly Audrey Cohen College). Muñiz obtained his Bachelor of Science degree from Nyack College and his Bachelor of Arts degree from Golden State University. Dr. Muñiz was inducted to the Pi Alpha Alpha Honor Society in 2007; and

**WHEREAS**, Dr. Muñiz has been employed as an Instrument Controls Engineer for more than 20 years. His career has taken him to Europe and Latin America. He is currently a Control Valve Specialist and has worked in the chemical, foods, pharmaceutical, refinery and power industries including nuclear, fossil and co-generation. He is also presently employed by the State of New Jersey as the Division Director for the Department of Corrections for the State Use Industries known as DEPTCOR and is responsible for nearly a \$17 million dollar budget; and

**WHEREAS**, Dr. Muñiz belongs to the New York Guard, 88th Brigade, New York State Division of Military and Naval Affairs and serves as the Brigade Chaplain. Captain Muñiz is also a member of the CERF team and Homeland Security Response Force which is part of Region 11 known as HRF; and

**WHEREAS**, Dr. Muñiz is an Adjunct Professor at Pillar College. His passion is to teach and empower people. Muñiz has served as a Minister of the Gospel for more than 30 years. He is fluent in English and Spanish and as a Minister of the Gospel traveled to Cuba and Puerto Rico to conduct conferences. He established a Bible School in Ecuador. The spiritual leader has served as Senior Pastor and Teacher of Second Reformed Church, located in the Jersey City Heights for over 20 years; and

**WHEREAS**, The Reverend Dr. John R. Muñiz will be honored by the Second Reform Church on Saturday, December 7, 2013, at a celebration to commemorate his 30<sup>th</sup> anniversary in ministry.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Reverend Dr. John R. Muñiz on the occasion of his 30<sup>th</sup> anniversary in ministry. We join Second Reform Church in applauding his longstanding ministry and community service and wish him continued health and happiness.

G:\WPDOCS\TOLONDA\RESOS\CHURCHES\Reverend Dr. John R. Muniz.docx

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.. 13.858

Agenda No. 10.Z.27

Approved: DEC 18 2013

TITLE:



## RESOLUTION AUTHORIZING THE CITY COLLECTOR TO ENTER INTO A WRITTEN AGREEMENT FOR AN INSTALLMENT PLAN ON FAIRMOUNT HOTEL, A PROPERTY OWNED BY FAIRMOUNT HOTEL URBAN RENEWAL

**COUNCIL**                      Offered and Moved Adoption of the Following Resolution:

**WHEREAS**, Fairmount Hotel Urban Renewal Assoc [Entity], is the owner of certain property designated as Block 16301 Lot 42, and more commonly known by the street address of 2595 Kennedy Blvd [Property], which property is occupied by low and moderate income families and is subject to a tax exemption agreement; and

**WHEREAS**, as the result of an audit of its fiscal affairs, it was determined that the Entity had underpaid its Service Charge, which would have enabled the Jersey City's Tax Collector to place a lien on the Property; and

**WHEREAS**, instead, the City has agreed to allow the Entity to pay the sum owed over a period of five (5) years; and

**WHEREAS**, N.J.S.A. 54:5-19 allows a municipality to approve installment plans payable in equal monthly installment payments; and

**WHEREAS**, the Entity wishes to set up a tax installment plan for 60 months with 0% interest to pay off all arrears; and

**WHEREAS**, the Tax Collector is authorized to remove 2595 Kennedy Blvd from the tax sale on December 19, 2013, upon the execution of the installment plan agreement; and

**WHEREAS**, the principal and interest amount due is \$162,197.52 for years 2005 through 2012;

**WHEREAS**, a down payment in the amount of \$32,439.51 shall be paid upon execution of this agreement, with a balance of 129,758.01 to be paid in equal monthly installments of \$2,162.64 on the first of each month for 60 months; and

**WHEREAS**, the owner of this property has never received any prior installment agreement plan, which would have made it ineligible; and

**WHEREAS**, all taxes, assessments and other municipal liens, including Service Charges, falling due subsequent to the date of the agreement (current charges) must be promptly paid; and

**WHEREAS**, if any installment authorized by the agreement, or any subsequent taxes or charges, are not paid within 30 days of when they became due and payable, the agreement is void, and the Tax Collector shall proceed to hold a tax sale against the property.

TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING THE CITY COLLECTOR TO ENTER INTO A  
WRITTEN AGREEMENT FOR AN INSTALLMENT PLAN ON 2595 KENNEDY BLVD  
A PROPERTY OWNED BY EQUALITY FAIRMOUNT HOUSING URBAN RENEWAL  
ASSOC**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. the Tax Collector be and is hereby authorized to execute a tax installment agreement with Fairmount Housing Urban Renewal Assoc, owner of certain property designated as Block 16301, Lot 42, and more commonly known by the street address of 2595 Kennedy Blvd, to pay the sum \$162,197.52 upon execution of the agreement without interest, with a down payment amount of 32,439.51 and the balance in even installment of \$2,162.64 a month over a 60 month period; and
2. the Tax Collector is also authorized to remove this parcel from the upcoming tax sale.

MC  
12/12/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Relando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

# CITY OF JERSEY CITY

## INTERDEPARTMENTAL MEMORANDUM TAX COLLECTOR'S OFFICE

**DATE:** December 12, 2013

**TO:** Rolando R. Lavarro, Council President  
Members of the City Council

**FROM:** Maureen Cosgrove, Tax Collector 

**SUBJECT:** Partial Payment Plan for Fairmount Hotel Urban Renewal

---

The Tax Office conducted an internal audit of Fairmount Hotel Urban Renewal and back billed the entity in 2013 for taxes years 2005 to 2012. This internal audit revealed under payments in the amount of 162,197.52 consisting of principal and interest. Since the income is restricted because it is an affordable housing project I feel that it is in the best interest of all to allow them this payment plan.



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.859  
Agenda No. 10.2.28  
Approved: DEC 18 2013  
TITLE:



## RESOLUTION AUTHORIZING THE CITY COLLECTOR TO ENTER INTO A WRITTEN AGREEMENT FOR AN INSTALLMENT PLAN ON EQUALITY HOUSING, A PROPERTY OWNED BY EQUALITY HOUSING LTD

**COUNCIL** Offered and Moved Adoption of the Following Resolution:

**WHEREAS**, Equality housing ltd [Entity], is the owner of certain property designated as Block 18402 Lot 21, and more commonly known by the street address of 16 Lexington Avenue [Property], which property is occupied by low and moderate income families and is subject to a tax exemption agreement; and

**WHEREAS**, as the result of an audit of its fiscal affairs, it was determined that the Entity had underpaid its Service Charge, which would have enabled the Jersey City's Tax Collector to place a lien on the Property; and

**WHEREAS**, instead, the City has agreed to allow the Entity to pay the sum owed over a period of five (5) years; and

**WHEREAS**, N.J.S.A. 54:5-19 allows a municipality to approve installment plans payable in equal monthly installment payments; and

**WHEREAS**, the Entity wishes to set up a tax installment plan for 6 months with 0% interest to pay off all arrears; and

**WHEREAS**, the Tax Collector is authorized to remove 16 Lexington Avenue from the tax sale on December 19, 2013, upon the execution of the installment plan agreement; and

**WHEREAS**, the principal amount due is \$112472.39 for years 2005 through 2012;

**WHEREAS**, a down payment in the amount of \$60,000.00 shall be paid upon execution of this agreement, with the balance of 52,472.39 to be paid in equal monthly installments of \$8,745.40 on the first of each month for 6 months; and

**WHEREAS**, the owner of this property has never received any prior installment agreement plan, which would have made it ineligible; and

**WHEREAS**, all taxes, assessments and other municipal liens, including Service Charges, falling due subsequent to the date of the agreement (current charges) must be promptly paid; and

**WHEREAS**, if any installment authorized by the agreement, or any subsequent taxes or charges, are not paid within 30 days of when they became due and payable, the agreement is void, and the Tax Collector shall proceed to hold a tax sale against the property.

City Clerk File No. Res. 13.859Agenda No. 10.Z.28TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING THE CITY COLLECTOR TO ENTER INTO A  
WRITTEN AGREEMENT FOR AN INSTALLMENT PLAN ON 16 LEXINGTON  
AVENUE A PROPERTY OWNED BY EQUALITY HOUSING LTD**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. the Tax Collector be and is hereby authorized to execute a tax installment agreement with Equality Housing LTD, owner of certain property designated as Block 18402, Lot 21, and more commonly known by the street address of 16 Lexington Avenue, to pay the sum \$112,472.39 upon execution of the agreement without interest, with a down payment of 60,000.00 and the balance in even installment of \$8,745.40 a month over a 6 month period; and
2. the Tax Collector is also authorized to remove this parcel from the upcoming tax sale.

MC  
12/12/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council


\_\_\_\_\_  
Robert Byrne, City Clerk

# CITY OF JERSEY CITY

## INTERDEPARTMENTAL MEMORANDUM TAX COLLECTOR'S OFFICE

**DATE:** December 12, 2013

**TO:** Rolando R. Lavarro, Council President  
Member of the City Council

**FROM:** Maureen Cosgrove, Tax Collector 

**SUBJECT:** Partial Payment Plan for Equality Housing Ltd

---

The Tax Office conducted an internal audit of Equality Housing Ltd and back billed the entity in 2013 for taxes years 2005 to 2012. This internal audit revealed under payments in the amount of 112,472.39 consisting of principal and interest. Since the income is restricted because it is an affordable housing project I feel that it is in the best interest of all to allow them this payment plan.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.860

Agenda No. 10.7.29

Approved: DEC 18 2013

TITLE:



## RESOLUTION CONFIRMING BIDS FOR THE AUCTION OF 20 ADDITIONAL TAXI CAB LICENSES PURSUANT TO N.J.S.A. 48:16-2.3

COUNCIL  
resolution:

Offered and moved adoption of the following

**WHEREAS**, the City of Jersey City wishes to add 20 additional taxicab licenses to provide improved services to the residents of, and visitors to, the City; and

**WHEREAS**, Article I of Chapter 307 of the Code of the City of Jersey City has been amended to provide for the sale of additional taxicab licenses; and

**WHEREAS**, N.J.S.A. 48:16-2.3 allows municipalities to sell taxicab licenses to the highest qualified bidder at a public auction conducted by the municipal clerk; and

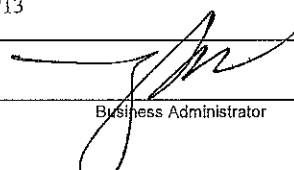
**WHEREAS**, Article I of Chapter 307 of the Code of the City of Jersey City has been amended to provide for the sale of additional taxicab licenses at auction in accordance with the procedures permitted by N.J.S.A. 48:16-2.3; and

**WHEREAS**, on December 12, 2013, the City Clerk held an auction of taxicab licenses pursuant to Article I of Chapter 307 of the Code of the City of Jersey City, and in accordance with the procedures permitted by N.J.S.A. 48:16-2.3, and

**WHEREAS**, on December 12, 2013, the City auctioned three (3) additional licenses for the Journal Square Taxi Stand, two (2) additional licenses for the Grove Street Taxi Stand, four (4) additional licenses for the Town Square Place Taxi Stand (formerly known as the Pavonia Avenue Taxi Stand), two (2) additional licenses for the Exchange Place Taxi Stand, and nine (9) additional licenses not designated to a closed taxi stand.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Jersey City hereby confirms the bids of the individuals who bid for the sale of taxicab licenses at the auction conducted on December 12, 2013, pursuant to Article I of Chapter 307 of the Code of the City of Jersey City, and in accordance with the procedures permitted by N.J.S.A. 48:16-2.3, and hereby awards the taxicab licenses to the winning bidders whose names are listed in the chart attached hereto, subject to final payment by the winning bidders.

1. This Resolution shall take effect immediately.
2. The City Clerk, Director of Housing, Economic Development and Commerce are hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution.

JH  
12/10/13  
APPROVED:   
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

  
\_\_\_\_\_  
Robert Byrne, City Clerk

DEC 18 2013

## CITY of JERSEY CITY

## AUCTION OF TAXI LICENSES

Thursday, December 12, 2013 at 11:00 A.M.

Lic. #	Location	Minimum Bid \$	Winning Bid \$	Name	Address
113	Journal Square Taxi Stand	\$100,000.00	\$408,000.00	Mohamed Azmy	8 Fernwood PL. Old Bridge, N.J. 08857
114	Journal Square Taxi Stand	\$100,000.00	\$410,000.00	Michael Samuel	9 Cedar Ridge Ct., Manalapan, NJ 07726
115	Journal Square Taxi Stand	\$100,000.00	\$407,000.00	Wagdi Rezk	9 Colonial Dr. Bayonne, N.J. 07002
116	Grove Street Taxi Stand	\$80,000.00	\$401,000.00	Marcos Elquimos	14 Hillside Place, No. Arlington NJ
117	Grove Street Taxi Stand	\$80,000.00	\$410,000.00	Tarek Attia	784 River Road, Piscataway NJ
118	Town Square(FKA Pavonia Ave) Taxi Stand	\$80,000.00	\$321,000.00	Magda Michael	19 Pecan Valley Road, Marlboro NJ
119	Town Square(FKA Pavonia Ave) Taxi Stand	\$80,000.00	\$315,000.00	Magdy Nakhla	73 Williams Avenue, J.C., N.J. 07304
120	Town Square(FKA Pavonia Ave) Taxi Stand	\$80,000.00	\$345,000.00	Wagdi Rezk	9 Colonial Dr. Bayonne, N.J. 07002
121	Town Square(FKA Pavonia Ave) Taxi Stand	\$80,000.00	\$335,000.00	Magdy Nakhla	73 Williams Avenue, J.C., N.J. 07304
122	Exchange Place Taxi Stand	\$50,000.00	\$260,000.00	Maher Yousseff	625 Communipaw Ave., J.C., N.J. 07304
123	Exchange Place Taxi Stand	\$50,000.00	\$290,500.00	Shawki Khalil	12 Colonial Drive, Bayonne, NJ 07002
124	Not-Designated to a Taxi Stand	\$50,000.00	\$138,000.00	Khalil Kaid	100 Wilson Road, Apt. 39 Springfield, NJ 07081
125	Not-Designated to a Taxi Stand	\$50,000.00	\$132,000.00	Aboelhamd Azer	35 Dorset Court, Bordentown, NJ 08520
126	Not-Designated to a Taxi Stand	\$50,000.00	\$126,000.00	Aboelhamd Azer	35 Dorset Court, Bordentown, NJ 08520
127	Not-Designated to a Taxi Stand	\$50,000.00	\$128,000.00	Amir Tryak	83 Fairview Avenue, Apt. L J.C., N.J. 07305
128	Not-Designated to a Taxi Stand	\$50,000.00	\$138,000.00	Teresa Soliman	160 Summit Avenue, J.C., N.J. 07306
129	Not-Designated to a Taxi Stand	\$50,000.00	\$138,000.00	Ramy Samuel	80 Peartree Lane, Franklin Pk. NJ 08829
130	Not-Designated to a Taxi Stand	\$50,000.00	\$141,500.00	Emel Eskonda	758 Avenue E. Bayonne NJ 07002
131	Not-Designated to a Taxi Stand	\$50,000.00	\$142,000.00	Aboelhamd Azer	35 Dorset Court, Bordentown, NJ 08520
132	Not-Designated to a Taxi Stand	\$50,000.00	\$156,000.00	Michael Samuel	9 Cedar Ridge Ct., Manalapan, NJ 07726
	Total	\$1,330,000.00	\$5,142,000.00		

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.861

Agenda No. 10.Z.30

Approved: DEC 18 2013

TITLE:



## RESOLUTION DESIGNATING JANUARY 11 AS HUMAN TRAFFICKING AWARENESS DAY IN THE CITY OF JERSEY CITY

**WHEREAS**, human trafficking is a borderless crime against individuals that violates the most basic human rights and deprives victims of every shred of personal freedom; and

**WHEREAS**, human trafficking occurs when a person is recruited, harbored, obtained, or exported through force, fraud, or coercion for the purposes of sexual or labor exploitation, involuntary servitude, and other types of mental and physical abuse; and

**WHEREAS**, human traffickers target impoverished and marginalized children, women and men, isolating them from society and supportive networks and exploiting them for personal and monetary gain; and

**WHEREAS**, human trafficking is the fastest growing criminal enterprise in the world today, and is tied with arms smuggling as the second largest international criminal industry, falling only behind the illicit drug trade; and

**WHEREAS**, the United Nations' International Labor Organization has estimated that at least 12.3 million adults and children worldwide are currently in forced labor, bonded labor, or forced prostitution; and it is estimated that more people are now harmed by human trafficking worldwide than have been at any other point in human history. Approximately eighty (80%) percent of the victims are women and girls, and fifty (50%) percent are younger than age 18; and

**WHEREAS**, many victims trafficked into the United States do not speak or understand English and are unable to communicate to seek rescue. Under United States law, any person under 18 years old involved in the commercial sex industry is considered a victim of human trafficking and victims include United States citizens and documented immigrants; and

**WHEREAS**, New Jersey is a prime location for human trafficking because it is a major national and international transportation corridor and a culturally diverse state; and

**WHEREAS**, the City of Jersey City and the surrounding area is considered a major hub for human trafficking; and

**WHEREAS**, in July 2013, the Federal Bureau of Investigations ("FBI") in partnership with local, state, and federal law enforcement agencies carried out the largest sex-trafficking crackdown in United States history (known as "Operation Cross County") resulting in the rescue of one child in New Jersey among 105 sexually exploited children, and five (5) alleged pimps were among at least seventy (70) individuals arrested in and around Jersey City, Fairfield and Atlantic City; and

**WHEREAS**, in February 2014, the City of Jersey City and the surrounding area will be host to the Super Bowl XLVIII at MetLife Stadium and will experience an increase in sex trafficking and prostitution;

**WHEREAS**, human trafficking is modern-day slavery, a practice that is in direct opposition to the fundamental principles of liberty and human rights upon which our nation was founded; and

**WHEREAS**, on February 1, 1865, President Abraham Lincoln signed the 13th Amendment to the United States Constitution. Once ratified, it officially outlawed slavery and involuntary servitude except as punishment for a crime; and

City Clerk File No. Res. 13.861Agenda No. 10.Z.30TITLE: **DEC 18 2013****RESOLUTION DESIGNATING JANUARY 11 AS HUMAN TRAFFICKING  
AWARENESS DAY IN THE CITY OF JERSEY CITY**

**WHEREAS**, although the federal government and the State of New Jersey have enacted laws to prosecute human traffickers and protect the victims of human trafficking, traffickers use techniques to keep their victims enslaved that severely limit self-reporting and that require broad public awareness of human trafficking issues for enforcement and prevention to occur; and

**WHEREAS**, the New Jersey State Constitution declares that all persons are by nature free and independent and have certain natural and unalienable rights; and

**WHEREAS**, the people of New Jersey, regardless of political persuasion, creed, race, or national origin, stand together with the global community to protect the fundamental freedoms and rights of all persons, to fight the proliferation of human trafficking in all of its forms, and to assist survivors of modern day slavery; and

**WHEREAS**, the City of Jersey City stands committed to protecting human rights and individual freedom by eliminating human trafficking; and

**WHEREAS**, the City of Jersey City is resolved to support the goals and ideals of observing a National Day of Human Trafficking Awareness on January 11 of each year and to support all efforts by individuals, businesses, organizations, and governing bodies to raise awareness of and opposition to human trafficking; and

**WHEREAS**, the City commends the work of the N.J. Coalition Against Human Trafficking for its statewide efforts to end human trafficking through education, advocacy, and assistance to survivors and to increase coordination and visibility of New Jersey's commitment to end human trafficking;

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby proclaim January 11 of each year as Human Trafficking Awareness Day in the City of Jersey City, to raise awareness about the signs and consequences of human trafficking, to promote opposition to human trafficking in all of its forms, and to encourage support for the survivors of human trafficking throughout the State of New Jersey and across the world to put an end to this criminal activity and restore freedom and dignity to its survivors.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											12.18.13	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓			
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.862

Agenda No. 10.Z.31

Approved: DEC 18 2013

TITLE:



## RESOLUTION EXTENDING THE APPOINTMENT OF ANTHONY CRUZ AS ACTING DIRECTOR OF THE DEPARTMENT OF HOUSING, ECONOMIC, DEVELOPMENT AND COMMERCE OF THE CITY OF JERSEY CITY

**COUNCIL**  
**resolution:**

**offered and moved adoption of the following**

**WHEREAS, N.J.S.A. 40:69A-43(b)** provides that each department of the City of Jersey City shall be headed by a director, who shall be appointed by the Mayor with the advice and consent of the Municipal Council; and

**WHEREAS, N.J.S.A. 40:69A-44** provides for the qualifications and appointment of the Director of the Department of Housing, Economic, Development and Commerce; and

**WHEREAS, Anthony Cruz** was appointed to serve as the Acting Director for a period of ninety (90) days which term expired on November 13, 2013; and

**WHEREAS, by letter dated December 12, 2013, the Mayor** has advised the Council that he is extending the appointment of Anthony Cruz, who resides at, 131 Thorne Street, Jersey City, New Jersey 07307, as the Acting Director of the Department of Housing, Economic, Development and Commerce, nunc pro tunc and seeks the advice and consent of the Council to his/her appointment; and

**WHEREAS, Anthony Cruz** has been selected based solely on the basis of his/her executive and administrative qualifications and experience, and is well-qualified to serve as the Director.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- (1) The appointment of Anthony Cruz as the Director of the Department of Housing, Economic, Development and Economic is hereby extended for a period of ninety (90) days which will expire on February 13, 2014.

JF/ms  
12/12/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			COLEMAN	✓			WATTERMAN	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

December 12, 2013

Council President and Members of the Municipal Council  
City Hall-280 Grove Street  
Jersey City, NJ 07302

**Re: Appointment of Acting Director of the Department of Housing,  
Economic, Development and Commerce**

Dear Council President and Members:

I have this day appointed Anthony Cruz, who resides at 131 Thorne Street, Jersey City, New Jersey 07307, as the Acting Director of the Department of Housing, Economic, Development and Commerce of the City of Jersey City for a period of ninety (90) days which will expire on February 13, 2014.

In accordance with N.J.S.A. 40:69A:43, I respectfully request the advice and consent of the Municipal Council to this appointment.

Very truly yours,

  
**STEVE M. FULOP**  
Mayor

SMF/ms

cc: Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.863

Agenda No. 10.Z.32

Approved: DEC 18 2013



**TITLE: RESOLUTION AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT AMONG THE CITY OF JERSEY CITY, THE CITY OF HOBOKEN AND THE TOWNSHIP OF WEEKHAWKEN IN CONNECTION WITH A BIKE SHARING SYSTEM**

**WHEREAS** the City of Jersey City (Jersey City), the City of Hoboken (Hoboken), and the Township of Weehawken (Weehawken) desire to jointly solicit request for proposals from qualified contractors to implement, operate, and maintain a regional bike sharing system in Jersey City, Hoboken, and Weehawken (Bike Sharing Program); and

**WHEREAS** the Bike Sharing Program will provide a transportation alternative to motor vehicles for residents, employees, and visitors of Jersey City, Hoboken, and Weehawken; and

**WHEREAS** Jersey City, Hoboken, and Weehawken desire to work in a cooperative manner to award a contract for the Bike Sharing Program; and

**WHEREAS** N.J.S.A. 40A:11-10 et seq. of the Local Public Contracts Law authorizes municipalities to enter into cooperative purchasing agreements;

**NOW, THEREFORE** be it resolved, by the Municipal Council of the City of Jersey City that:

1) Subject to such modifications as may deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a Cooperative Purchasing Agreement for a Bike Sharing Program in substantially the form of the attached;

2) This agreement is authorized pursuant to N.J.S.A. § 40A:11-10 of the Local Public Contracts Law.

RR/kn  
12-11-13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			COLEMAN	✓			WATTERMAN	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

## **COOPERATIVE PURCHASING AGREEMENT FOR BICYCLE SHARING SYSTEM**

This cooperative purchasing agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Jersey City ("Jersey City"), a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302; the City of Hoboken ("Hoboken"), a municipal corporation of the State of New Jersey, with offices at City Hall, 94 Washington Street, Hoboken, New Jersey 07030; and the Township of Weehawken ("Weehawken"), a municipal corporation of the State of New Jersey, with offices at Town Hall, 400 Park Avenue, Weehawken, New Jersey 07086.

### **RECITALS**

**WHEREAS**, Jersey City, Hoboken, and Weehawken (collectively, the "Parties") desire to jointly solicit Requests for Proposals from qualified contractors or organizations to implement, operate, maintain and publicize a successful and financially self-sustaining on-demand regional bicycle sharing system in Hoboken, Jersey City, and Weehawken with a proposed launch date of June 2014 (the "Program"); and

**WHEREAS**, the Program will provide a transportation alternative to motor vehicles for residents, employees, and visitors of Jersey City, Hoboken, and Weehawken; and

**WHEREAS**, N.J.S.A. § 40A:11-10 of the Local Public Contracts Law authorizes cooperative purchasing agreements among public entities; and

**WHEREAS**, the Parties desire to work in a cooperative manner to ensure the efficient and economical delivery of Program services to the public; and

**WHEREAS**, Jersey City authorized this Agreement by Resolution \_\_\_\_\_ adopted on \_\_\_\_\_; and

WHEREAS, Hoboken authorized this Agreement by Resolution \_\_\_\_\_ adopted on \_\_\_\_\_; and

WHEREAS, Weehawken authorized this Agreement by Resolution \_\_\_\_\_ adopted on \_\_\_\_\_;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth and of the undertakings of each Party to the other, the Parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and are made an integral part hereof.

2. Term. The term of this Agreement shall commence upon final execution of the Agreement by all parties, and shall continue in full force and effect, except if terminated in accordance with the requirements herein, until the fifteenth (15th) day of the calendar month next proceeding the calendar month in which the underlying Bike Share vendor agreement terminates.

3. Awarding of Program Contract. The Parties shall jointly issue a Request for Proposals from qualified private contractors or organizations to implement, operate, maintain, and promote the Program. The Parties shall jointly award the contract, by individual resolutions of each of the Parties awarding the contract with proper and adequate appropriations, for the implementation, operation, maintenance, and promotion of the Program in accordance with the Local Public Contracts Law, N.J.S.A. § 40A:11-1 et seq., to a single private contractor (the "Contractor").

4. Terms of Program Contract. The Parties' joint agreement with the Contractor

shall include, but not be limited to, the following terms: (a) all Program equipment will be provided and owned by the Contractor, and all installation, operations, and promotional responsibilities will be borne and insured by the Contractor; (b) profit shall be split between the Parties proportionally based on the average number of bikes in each City per quarter; (c) any revenue losses shall be borne entirely (100%) by the Contractor; and, (d) the Contractor shall at all times maintain general liability insurance in a minimum amount of \$1,000,000.00 / \$2,000,000.00, and shall at all times during the Program indemnify and hold harmless the Parties against any and all claims whether known or unknown, and/or foreseen or unforeseen.

5. Shared Resources and Costs. The Parties covenant and agree that they will make every good faith effort to share resources and costs as is necessary to establish and maintain the Program. The exact resources and costs, and the division of same by each Party, shall be as agreed upon by the Business Administrator for Jersey City, the Business Administrator for Hoboken, and the Township Manager for Weehawken.

6. Indemnity. Each Party shall indemnify the other Parties against all claims, costs and demands which result from the Project, and which are the result of the negligence of the Party, its agents, officers, employees, or representatives.

7. Applicable Law and Mutual Submission to New Jersey Jurisdiction. This Agreement is made and entered into in the State of New Jersey and shall in all respects be interpreted, enforced and governed under the laws of the State of New Jersey. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the parties.

8. Severability. Should any provisions of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the

legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said legal, unenforceable or invalid part, terms or provisions shall be deemed not to be part of this Agreement.

9. Termination. Any of the Parties may terminate this Agreement in whole or in part, at any time, at its convenience, and without cause, by providing ninety (90) days written notice to the other Parties and the Contractor.

10. Changes to the Agreement. This Agreement may only be changed by a written instrument duly executed by the Parties.

11. Counterparts. This Agreement may be signed in counterparts.

12. Notice. All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City  
c/o Corporation Counsel  
280 Grove Street  
Jersey City, New Jersey

City of Hoboken  
c/o Corporation Counsel  
94 Washington Street  
Hoboken, New Jersey 07010

Township of Weehawken  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

ATTEST

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT BYRNE  
CITY CLERK

\_\_\_\_\_  
ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR

**ATTEST**

---

**JAMES J. FARINA**  
**CITY CLERK**

**ATTEST**

---

**ROLA DAHBOUL**  
**TOWNSHIP CLERK**

**CITY OF HOBOKEN**

---

**DAWN ZIMMER**  
**MAYOR**

**TOWNSHIP OF WEEHAWKEN**

---

**JAMES V. MARCHETTI**  
**TOWNSHIP MANAGER**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.864

Agenda No. 10.Z.33

Approved: DEC 18 2013

TITLE: \_\_\_\_\_



## **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A MORTGAGE DISCHARGE AFFECTING PROPERTY KNOWN AS 167-169 MONTICELLO AVENUE FOR THE JERSEY CITY EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION**

### **COUNCIL**

Offered and Moved Adoption of the Following

### **Resolution:**

**WHEREAS**, the City of Jersey City (City) conveyed two vacant City-owned lots located at 167-169 Monticello Avenue, also known as Block 16702, Lot 28 f/k/a Block 1920, Lots 90 and E (Property) to the Jersey City Episcopal Community Development Corporation (hereinafter "JCECDC") now known as the Garden State Episcopal Community Development Corporation to construct seven (7) affordable condominium units; and

**WHEREAS**, JCECDC is a nonprofit, 501(c)(3) corporation organized for the purpose of developing housing for occupancy by families or persons of low or moderate income; and

**WHEREAS**, JCECDC signed a HOME Sub-grantee Agreement dated June 26, 2006 in the amount of \$506,525.00 and a HOME Sub-grantee Agreement dated February 27, 2009 in the amount of \$451,949.00 that mandated that the units to be constructed would remain affordable to families of low and moderate income for a minimum period of twenty (20) Years; and

**WHEREAS**, JCECDC executed a blanket mortgage with the City totaling \$958,474.00 securing JCECDC's obligation to construct and maintain the units with affordability restrictions; and

**WHEREAS**, the blanket mortgage dated November 24, 2009 was recorded in the Hudson County Register's Office at Book 17530, Page 183 on June 24, 2010 and affects the Property; and

**WHEREAS**, the City at the request of JCECDC has agreed to release each unit from the Blanket Mortgage, provided that each individual property owner executes an Affordable Housing Agreement, an Affordable Housing Trust Fund Mortgage and/or a New Construction Mortgage and Note in the sum of \$136,925.00, in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

**WHEREAS**, pursuant to Resolution 11-157, approved on March 9, 2011, five (5) of the seven (7) affordable units were released from the City's blanket mortgage; and

**WHEREAS**, the City has now been provided with copies of the recorded documents for the remaining two (2) affordable condominium units: 1) Unit #C0001; and 2) Unit #C0007; and

**WHEREAS**, the purchasers of the above units have executed individual Affordable Housing Agreements, Mortgages and Notes with the City which maintain the affordability controls on each of the units for thirty (30) years; and



City Clerk File No. Res. 13.864Agenda No. 10.Z.33TITLE: DEC 18 2013

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A MORTGAGE DISCHARGE AFFECTING PROPERTY KNOWN AS 167-169 MONTICELLO AVENUE FOR THE JERSEY CITY EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION**

**WHEREAS**, JCECDC has closed on all of the seven (7) affordable condominium units that were subject to the blanket mortgage, therefore the City's mortgage should be discharged from the public record.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is hereby authorized to execute a Mortgage Discharge for the Jersey City Episcopal Community Development Corporation now known as Garden State Episcopal Community Development Corporation of the City's Blanket Mortgage dated November 24, 2009 in the amount of \$958,474.00; and
- 2) The Mayor or Business Administrator is authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution; and
- 3) All documents shall be subject to approval by the Corporation Counsel.

JW  
12/9/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐

Corporation Counsel

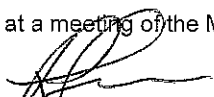
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

December 12, 2013

President and Members of the Municipal Council  
City Hall-280 Grove Street  
Jersey City, NJ 07302

**Re: Resolution Authorizing the Business Administrator to Execute a Discharge of  
Blanket Mortgage for 167 -169 Monticello Avenue**

Dear President and Members of the Municipal Council:

The City of Jersey City (City) conveyed two vacant City-owned lots located at 167-169 Monticello Avenue to the Jersey City Episcopal Community Development Corporation (hereinafter "Developer") to construct seven (7) affordable condominium units. On November 24, 2009, the Developer executed a blanket mortgage totaling \$958,474.00 securing the Developer's obligation to construct and maintain the units with affordability restrictions for a minimum period of 20 years. The Developer is in the process of scheduling closings for the last two (2) affordable units (C0001 and C0007), however the closings cannot occur until the City's blanket mortgage is discharged. Therefore, the Developer has requested that the City discharge the blanket mortgage dated November 24, 2009 to effectuate the closings.

The individual purchasers of these two (2) units have executed separate, substitute mortgages and notes with the City which include the restrictions that the properties remain as affordable housing units for the minimum twenty (20) year period. The individual mortgages, notes and affordability

controls for the seven (7) affordable units at the property have been recorded in the Hudson County Register's Office in favor of the City.

Very truly yours,

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JEREMY FARRELL  
CORPORATION COUNSEL

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.865

Agenda No. 10.Z.34

Approved: DEC 18 2013

TITLE:



## RESOLUTION AUTHORIZING THE USE OF PAYPAL FOR ELECTRONIC FUNDS TRANSFER (EFT) OF FILM PERMIT FEES

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) has a need to issue film permits to companies and individuals desirous of filming within the City; and

**WHEREAS**, City Ordinance 13-116 authorizes payment for film permits by cashier's checks, postal money orders, or using the payment system on the City's website; and

**WHEREAS**, the City desires to facilitate this process by accepting Paypal for film permit fee payments; and

**WHEREAS**, the City desires to award this contract as a concession pursuant to N.J.A.C. 5:34-9.4; and

**WHEREAS**, pursuant to N.J.S.A. 40A:5-45, a local unit may establish a card payment system or electronic funds transfer system upon passage of a resolution of the governing body; and

**WHEREAS**, the City does not foresee any risk in awarding this concession; and

**WHEREAS**, it is estimated that the total value of this concession for the contractor will be \$200.00 gross annual revenue; and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- (1) the above recitals are incorporated herein by reference;
- (2) the Business Administrator is authorized to establish a Paypal account for the purpose of collecting film permit fees.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando M. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution****RESOLUTION AUTHORIZING THE USE OF PAYPAL FOR ELECTRONIC FUNDS TRANSFER (EFT) OF FILM PERMIT FEES****Project Manager**

Department/Division	Mayor's Office	---
Name/Title	Domenick Bauer	Aide to the Mayor
Phone/email	862-368-6900	dbauer@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The City has recently streamlined the process for issuing film permits (City Ordinance 13-116), authorizing payment by cashier's checks, postal money orders, or using a payment system on the City's website. As the City is not yet able to accept credit cards for most fees and licenses, Paypal will be used to collect online fee payments. The total fees paid by the City are expected to be less \$200/year as the volume of film permits is still fairly small (roughly \$5000/year).

Paypal fees to government agencies are:

**MONTHLY TRANSACTIONS**

\$0.01 – \$3,000.00

**FEE PER TRANSACTION**

2.9% + \$0.30 USD

**Cost (Identify all sources and amounts)**

The City will charge a small convenience fee to users to offset the cost of using Paypal.

**Contract term (include all proposed renewals)**

n/a

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

12/12/13

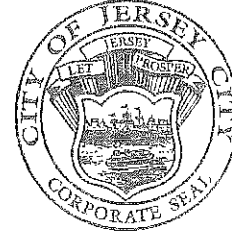
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.866

Agenda No. 10.Z.35

Approved: \_\_\_\_\_

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MCCABE AMBULANCE SERVICE, INC TO PROVIDE BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING  
RESOLUTION :

**WHEREAS**, the City has a need to provide Basic Life Support (BLS) ambulance service to residents, commuters, and visitors; and

**WHEREAS**, the City desires to award this contract as a concession at no cost to the taxpayers; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award contracts for concessions; and

**WHEREAS**, the City Council approved resolution 13-663 on September 25, 2013, authorizing the use of competitive contracting for this purpose; and

**WHEREAS**, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and received proposals from the Jersey City Medical Center and McCabe Ambulance Service, Inc; and

**WHEREAS**, a committee appointed by the Business Administrator, has reviewed the proposals and prepared a report attached hereto, recommending that the contract be awarded to McCabe Ambulance Service, Inc; and

**WHEREAS**, the proposal submitted by McCabe Ambulance Service, Inc will be at no cost to the City; and

**WHEREAS**, McCabe Ambulance Service, Inc has agreed to reimburse the City for first responder services provided by the Department of Public Safety in the amount of \$2,663,245.91 per year; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to provide BLS ambulance service is awarded to McCabe Ambulance Service, Inc;
- 2) Subject to such terms and conditions as may be appropriate by the Corporation or is authorized to execute an agreement based on the terms and conditions of the document;

**WITHDRAWN**

City Clerk File No. Res. 13.866Agenda No. 10.Z.35

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A  
CONTRACT TO MCCABE AMBULANCE SERVICE, INC  
TO PROVIDE BASIC LIFE SUPPORT (BLS) AMBULANCE  
SERVICE**

- 3) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
- 4) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
- 5) This Agreement shall be subject to the condition that McCabe Ambulance Service, Inc provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 6) The term of this contract will be three (3) years with the option to renew for two (2) additional one (1) year terms for a total of five (5) years.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

ired ☐
☐  
**APPROVED**

COUNCILPERSON	AYE	NAY
GAJEWSKI		
RAMCHAL		
BOGGIANO		

✓ Indicates Vote

Adopted at a meeting of the

Rolando R. Lavarro, Jr., Pres



**WITHDRAWN**

COUNCILPERSON	AYE	NAY	N.V.
RIVERA			
WATTERMAN			
LAVARRO, PRES.			

N.V.-Not Voting (Abstain)

N.J.

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution****RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO  
CAREPOINT/MCCABE AMBULANCE TO PROVIDE BASIC LIFE SUPPORT (BLS)  
AMBULANCE SERVICE****Project Manager**

Department/Division	Public Safety	Fire and Emergency Services
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email		<a href="mailto:jcala@njicps.org">jcala@njicps.org</a>

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The City has the need to provide basic life support (BLS) ambulance service and first responder services (defined below) to Jersey City's residents, commuters, and visitors on a 24/7/365 basis.

According to the 2010 Census, Jersey City has 254,441 residents. A 2008 report prepared for NJ Department of Transportation found that over 60,000 additional persons travel into the City daily to work. An undetermined number of persons travel into the City daily for shopping and tourism related purposes.

**Cost (Identify all sources and amounts)**

This contract will be awarded as a concession at no (\$0) cost to the City

**Contract term (include all proposed renewals)**

Three (3) years with the option to renew for two (2) additional one (1) year terms for a total of five (5) years

Type of award

If "Other Exception", enter type

**Additional Information**

In addition to this contract being at no (\$0) cost to the City, Carepoint/McCabe Ambulance has agreed to reimburse the City for first responder services provided by the Department of Public Safety in the amount of \$2,663,245.91 per year.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date





**City of Jersey City, NJ**  
**Department of Administration**  
**Evaluation of Basic Life Support Ambulance Service Proposals**

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Presented to Municipal Council – December 16, 2013

City of Jersey City  
Department of Administration  
Evaluation of Basic Life Support Ambulance Service Proposals  
December 6, 2013

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**Executive Summary**

On October 31, 2013 the City received two (2) proposals in response to its Request for Proposals for Basic Life Support Ambulance Services issued on September 26, 2013:

- Jersey City Medical Center
- Carepoint Health - McCabe Ambulance

The evaluation committee rankings of the proposals appear below:

<b>Evaluator</b>	<b>Jersey City Medical Center</b>	<b>Carepoint McCabe</b>
Kakoleski	2	1
Flanagan	1	2
Kierce	2	1
Soriero	2	1
Doshi	1	2

The proposals were evaluated according to criteria established by the Department of Administration, the Jersey City Department of Fire and Emergency Services, and the Jersey City Office of Emergency Services and Homeland Security.

The proposal submitted by McCabe Ambulance was ranked highest by the greatest number of evaluators.

In accordance with the statutes for competitive contracting (N.J.S.A 40A:11 - 4.1 *et seq*), it is recommended that a contract be awarded to McCabe Ambulance to perform BLS Ambulance Services for the City.

**BLS Ambulance services will be provided at no (\$0) cost to the City.**

In addition, McCabe Ambulance has agreed to reimburse the City \$2,663,245.91 annually for the City's expenditures related to the Jersey City Fire Department's provision of first responder services. The first responder costs consist of:

Total Personnel Costs	\$ 1,980,134.75
Total Vehicle Costs	\$ 536,000.00
Total Medical Supplies Costs	\$ 147,111.16
Total First Responder Costs	\$ 2,663,245.91

The term of this contract will be three (3) years with the option to renew for two (2) additional one (1) year terms for a total of five (5) years.

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**Introduction**

The City has the need to provide basic life support (BLS) ambulance service and first responder services (defined below) to Jersey City's residents, commuters, and visitors on a 24/7/365 basis.

According to the 2010 Census, Jersey City has 254,441 residents. A 2008 report prepared for NJ Department of Transportation found that over 60,000 additional persons travel into the City daily to work. An undetermined number of persons travel into the City daily for shopping and tourism related purposes.

The City's current BLS provider (Jersey City Medical Center) reported the following for the previous three years:

Response/Year	2012	2011	2010*
<b>Total BLS responses</b>	50,192	49,402	49,363
<b>Total Priority One responses</b>	16,546	16,241	15,302
<b>Total patient transports</b>	31,396	31,022	32,559

\*2010 extrapolated based on Jan – Jul 2010 data.

The scope of services includes:

- Complete BLS emergency ambulance – 24/7/365
- ALS services to be provided in accordance with established medical protocols
- First responder service (either provided by Vendor or through reimbursement to City)
- Vendor shall provide first responder training
- Response time of eight (8) minutes or less to 90% of Priority One Calls
- Vendor shall maintain a central dispatching center operating 24/7/365
- Disaster planning
- Special events

The full technical requirements are included in Appendix A.

“Basic Life Support Emergency Ambulance Service (BLS)” - means a basic level of pre-hospital care which includes patient stabilization, airway clearance, cardiopulmonary resuscitation, hemorrhage control, initial wound care, and fracture stabilization and other techniques as approved by the New Jersey Department of Health, Division of Emergency Medical Services.

“First Responder” – means those individuals who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment. (Source: NJ National Incident Management System). The Jersey City Fire Department has traditionally provided first responder services to the City and will continue to do so.

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**Competitive Contracting**

As in the previous two solicitations for BLS Ambulance Services (2005 and 2009), the competitive contracting process (N.J.S.A 40A:11- 4.1 *et seq*) was employed to solicit proposals from well qualified Vendors.

Competitive contracting evaluates Respondent proposals on three broad categories, which may be further broken down to request more specific information for the purposes of evaluation. Examples include but are not limited to:

Technical criteria:

- Does the proposal demonstrate a clear understanding of the scope of work?
- Is the vendor's proposal complete and responsive to the specific RFP requirements?

Management criteria:

- Does the vendor document a record of reliability and on-budget implementation?
- Does the vendor demonstrate a track record of service?
- Does the vendor document industry or program experience?
- Documentation of experience in performing similar work?
- Does the vendor make use of or support initiatives that involve MWBEs?

Cost criteria:

- How does the cost compare to other similarly scored proposals?
- Is the price and its component charges, fees, etc. adequately explained or documented?

The City issued its RFP on September 26, 2013.

Eight (8) Vendors picked up copies of the RFP.

On October 31, 2013 the City received two (2) proposals and the evaluation process was started.

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**Evaluation Criteria**

As indicated above, competitive contracting was used in order to produce a procurement process which would provide the City with the services required at an acceptable cost. In addition, given the expected complexity of the responses, a consistent format including required elements was developed to ensure that an “apples to apples” comparison of proposals could be conducted.

The evaluation criteria (as excerpted from the RFP) consisted of the following:

**a. Required Format: 10 points**

The committee will determine the extent to which the proposal includes the required sections (Title page, Table of contents, etc). One (1) point will be awarded for each section.

**b. Technical Requirements: 40 points**

The committee will determine the extent to which Respondent’s proposal addresses the technical requirements in Section 5. Respondent should indicate agreement with requirement and/or provide details of their methodology to comply. (2 points each)

- BLS Emergency Ambulance Services
- Coverage
- Response time
- Advanced Life Support
- First Responder Services (or reimbursement – See g below)
- First Responder Training
- Vehicle Coverage and Staffing
- Dispatching Center
- Disaster Planning – State of Emergency
- Special Events
- Other Services
- Compliance with Applicable Law
- Management and Staffing
- Vehicles, Other Equipment, and Supplies
- Operating Expenses
- Records and Reports
- Audits
- Quality Assurance
- Roster
- Levels of Service

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**c. Prior experience/References: 20 points**

Proposals should include lists of all prior/current clients. Documentation of municipalities of similar size (population 254,441) and complexity will be viewed more favorably. Client references (including contact information) should also be included.

**d. Personnel assigned: 20 points**

Respondents should provide resumes, licenses, and certifications of personnel. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably

**e. Cost Proposal: 25 points**

Respondent should provide a complete cost proposal for the full term of this contract. Proposal should include billing schedule (monthly, quarterly, etc).

**f. Commitment to diversity: 5 points**

Employment and recruitment of minority, women, and/or Jersey City residents consistent with the City's policies, should be described.

**g. First Responder Services: 10 points**

Respondent should indicate its intent to provide First Responder Services or its consent to reimburse the City for provision of First Responder Service by Fire Department.

**Written response evaluation**

For each of the above written response criteria, the committee will determine the extent to which the requirements are fulfilled. This will be scored from 0 to 2, as follows:

- 0 No requirements met
- 1 Some or most requirements met
- 2 All requirements met or exceeded

Each criterion will be scored by the extent to which the requirements are met and the resultant scores totaled, with 260 being the highest possible score for written proposals. Each evaluator will then rank the Vendors by total score.

For example, a Vendor providing a full listing of key personnel and their licenses/certification would be scored as:

*Personnel assigned: 20 points x 2 (All requirements met or exceeded) = 40 points*

A Vendor providing a partial listing would be scored as:

*Personnel assigned: 20 points x 1 (Some or most requirements met or exceeded) = 20 points*

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**Site Visit: 10 points**

Members of the evaluation committee attended site visits of each Vendor's dispatch and other facilities. The site visit was worth 10 points and was scored in the same manner as the written proposal.

The maximum score possible is 280 points.

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**Evaluation Committee**

The evaluation committee consisted of five (5) voting members:

- Robert J. Kakoleski, Business Administrator
- Stacey Flanagan, Director, Department of Health and Human Services
- Walter Kierce, Director, Office of Emergency Management and Homeland Security
- Peter Soriero, Risk Manager
- Bhavini Doshi, Confidential Aide

In addition, there were three (3) non-voting members providing advisory assistance on technical and purchasing related procedural matters:

- Jerome Cala, Assistant Director of Public Safety
- Peter Folgado, Purchasing Agent
- John Mercer, Assistant Business Administrator

Appendix B contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.



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**Evaluation results**

The total scores (out of 280) and rank by each committee member appear below:

<b>Evaluator</b>	<b>Jersey City Medical Center</b>		<b>Carepoint McCabe</b>	
Kakoleski	268	2	270	1
Flanagan	227	1	195	2
Kierce	241	2	252	1
Soriero	235	2	249	1
Doshi	230	1	225	2

The proposal submitted by McCabe Ambulance was ranked highest by a majority (3-2) of evaluation committee members.

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix C.

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**Appendix A: Technical Requirements**

**BLS Emergency Ambulance Services**

The Vendor shall provide a complete BLS emergency ambulance service to transport any person injured in an accident or who becomes ill within the corporate limits of Jersey City and who requires emergency medical treatment or emergency transport to a hospital. The Vendor shall provide such service without regard to a person's ability to pay for the service.

Mobile Intensive Care Unit (MICU) services and other non-emergency ambulance services are not included within the scope of this RFP.

The Vendor shall establish priorities as to life threatening, emergency, transportation, and no-response-necessary calls, subject to approval of the City of Jersey City.

The categories of BLS service shall include but are not limited to the following:

- a. Cardiac Related Problems - chest pain, pressure, tightness, discomfort, sweating, fatigue, pallor
- b. Respiratory Distress - Shortness of breath, shallow or rapid breathing, gasping, labored breathing, turning blue
- c. Unconscious Patient
- d. Diabetics
- e. Severe Trauma or Bleeding - Auto accidents, fall injuries, stabbing, gunshot wounds, industrial accidents, etc
- f. Allergic Reactions
- g. Overdoses
- h. Strokes
- i. Electrocution
- j. Maternity
- k. Severe Burns
- l. Emergency transportation - From a physician's office to hospital or place of treatment or from hospital

**Coverage**

The Vendor shall provide BLS emergency transport service on a 24/7/365 basis to any hospital or other properly designated place for emergency medical treatment as directed by the patient, a physician, or the patient's condition.

**Response time**

The Vendor shall provide sufficient personnel and equipment to insure a response time of eight (8) minutes or less to 90% of Priority One Calls.

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The City understands that the Vendor may, on occasion, arrange coverage from other providers in order to meet the response time requirement, however, the Vendor may not sub-contract to another provider of BLS to provide service to Jersey City on a routine basis

**Advanced Life Support**

The vendor shall arrange for ALS services in accordance with established medical protocols. The vendor shall cooperate with the ALS provider and enter into any necessary agreements with the ALS provider.

**First Responder Services**

The Jersey City Fire and Emergency Services will provide first responder service when available. The City will execute a cooperation agreement, if necessary, with the vendor concerning First Responder Services.

**First Responder Training**

The Vendor shall provide all necessary first responder training to the Jersey City Fire and Emergency Services, at no cost to the City. This training shall include first responder, first aid, CPR, defibrillator, and any other mandated training.

**Vehicle Coverage and Staffing**

Vendor shall provide and stage sufficient vehicles to meet the response time requirement. At a minimum, each ambulance must be staffed by two (2) New Jersey Certified Emergency Medical Technicians.

**Dispatching Center**

The Vendor shall maintain a central dispatching center operating 24/7 for communicating with its emergency ambulances. Vendor will have the option of utilizing its own center, or locating its own hardware and software at the Jersey City Public Safety Communications Center (75 Bishop Street). The dispatching center shall operate as follows:

- a. It shall operate 24/7/365.
- b. It shall be staffed by a minimum of two (2) dispatchers, who must be Certified Emergency Medical Technicians during each shift who are APCO certified.
- c. It shall dispatch its emergency ambulances based on priority levels of the calls in accordance with the guidelines of the United States Department of Transportation and the NJ Department of Health.

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- d. Its radio communications systems shall be capable of communicating with each emergency ambulance in service and meet all other specifications of the New Jersey Department of Health. The system shall be linked to all Jersey City hospitals, the Jersey City Department of Public Safety, and Jersey City Office of Emergency Management.
- e. Vendor shall, at its own expense, outfit one (1) fully operational dispatch position at the City's Public Safety Communications Center (75 Bishop Street) for use during declared emergencies. It is the Vendor's responsibility to ensure compatibility and interoperability with the City's existing infrastructure.
- f. Vendor must have a redundant communication system.
- g. The City reserves the right to assume dispatch services at any time.

**Disaster Planning – State of Emergency**

The Vendor and the City shall work together in developing procedures for responding to natural disasters and other states of emergency within the City.

The City may declare a state of emergency in certain situations and, in that event, may call into service any other available ambulances or equipment not owned or operated by the Vendor. Such action by the City shall not constitute a breach of this Agreement nor shall it absolve the Vendor from its rights and obligations under this Agreement.

During a declared State of Emergency, the vendor will be required to assign appropriate staff member(s) to the Jersey City Office of Emergency Management Emergency (OEM) Command Center (EOC). The vendor must also be prepared to pre-stage assets within the City of Jersey City at the direction of the Director of Jersey City OEM.

**Special Events**

The Vendor shall provide one (1) staffed emergency ambulance at City-sponsored community events, health education projects, or other special events taking place in the City. The City acknowledges that this vehicle shall be one of the emergency ambulances in service at the time and that it may have to be called away in response to an emergency call.

**Other Services**

The Vendor agrees to provide emergency ambulance service to on duty employees of the City of Jersey City at no cost to the City.

Vendor shall respond to any and all calls for emergency assistance forwarded to the Vendor by the Jersey City Department of Public Safety and/or Jersey City Office of Emergency Management.

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**Compliance with Applicable Law**

The Vendor shall comply with all applicable laws and regulations governing the provision of BLS emergency ambulance services, including but not limited to all employee licensing, training and education requirements, and ambulance and equipment maintenance and inspection requirements imposed by law. The Vendor also agrees to comply with all state and local traffic laws and ordinances.

**Management and Staffing**

Vendor shall comply with the following with respect to staffing:

- a. Ambulance Staffing - There shall be at least two (2) Emergency Medical Technicians - one (1) of whom may be the driver, on each vehicle. Each Emergency Medical Technician shall hold current certifications from the New Jersey Department of Health as an Emergency Medical Technician – Basic and a current certification in CPR and Defibrillator. Drivers must hold a valid New Jersey driver's license. In addition to New Jersey Certifications, national certification or other states' certifications recognized by the New Jersey Department of Health and Human Services are also acceptable
- b. Recruitment - The Vendor shall attempt to recruit qualified personnel residing within the City, however, the Vendor shall be solely responsible for the hiring and management of employees.
- c. Qualifications - All ambulance and dispatching staff shall be trained in the use of radio transmitting and receiving. The Vendor shall offer in-service training programs to ambulance and dispatching staff to assist its employees in keeping current their certification and to assure the maintenance of BLS services of high quality.
- d. Uniforms - All ambulance staff shall be properly uniformed and identified as to employer, name and title by a name plate or emblem attached to uniform and work jacket.

**Vehicles, Other Equipment, and Supplies**

Vendor shall comply with the following with respect to vehicles, equipment and supplies:

- a. Ambulances - The Vendor shall provide emergency ambulances necessary for the rendering of the services described herein in compliance with all applicable Federal, state and local laws, ordinances and regulations. The Vendor shall provide documentation of appropriate licensing for its ambulances upon execution of this agreement.

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- b. Radios and other equipment and supplies - The Vendor shall be equipped with and maintain radios and other communication equipment and licenses necessary to comply with applicable Federal Communications Commission and New Jersey Department of Health guidelines. The Vendor shall provide all other equipment and supplies necessary for it to render services under this Agreement.
- c. Maintenance, Replacement, and Storage of Ambulance and other Equipment - The Vendor shall be responsible for the maintenance, replacement and storage of all ambulances and other equipment necessary to perform services under this Agreement.
- d. The City reserves the right to install Global Positioning System (GPS) equipment in Vendor ambulances. If Vendor ambulances are already GPS equipped, Vendor agrees to share GPS data with the City.

**Operating Expenses**

The Vendor shall be responsible for all operating expenses incurred in providing emergency ambulance services pursuant to this Agreement, including but not limited to salaries, fringe benefits, equipment and supplies, insurance, maintenance, and fuel.

**Records and Reports**

The Vendor shall provide all reports to the Jersey City Department of Public Safety and the Business Administrator. The Jersey City Department of Public Safety shall coordinate all BLS services for Jersey City with the Vendor.

- a. Monthly Operating Report – the Vendor shall provide to the City a monthly operating report. The report shall be sent in an electronic format acceptable to the City. The report shall contain the following:
  - 1. Total number of BLS responses
  - 2. The average response time to BLS calls
  - 3. The number of response times over 8 minutes  
(see also Daily Response Time Report below)
  - 4. The number of incidents a BLS Unit was not available
  - 5. The number of incidents when a mutual aid ambulance was called into Jersey City.
  - 6. The total number of calls where the patient was not transported.
  - 7. The total number of patient transports
  - 8. The total number of stand-by assignments, special events or other assistance to Jersey City.
  - 9. Monthly vehicle maintenance reports

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- b. Quarterly Financial Report - the Vendor shall provide a quarterly financial report to the City in an electronic format acceptable to the City which shall include:
  - 1. The number of BLS calls for the three month period.
  - 2. Amount of reimbursement received for these calls
  - 3. Number of calls and associated dollar amounts considered uncollectible.
- c. Daily Response Time Report - the Vendor shall also provide a daily report of the number of response times exceeding 8 minutes. The report shall be sent in an electronic format acceptable to the City.
- d. Monthly Complaint Report - the Vendor shall provide a monthly written report of each complaint of service that the Vendor receives containing:
  - 1. Name, address, and telephone number of the complainant
  - 2. Nature of complaint
  - 3. Exact status of ambulance and personnel involved on behalf of the Vendor

The Vendor shall reply to all complaints of service received within one (1) week. If the Vendor believes that the complaint is due to the actions of the City or its designee (rather than the Vendor), the Vendor shall refer the complaint to the appropriate person representing the City and supply the Jersey City Department of Public Safety a copy of initial complaint within one (1) week.

- e. Monthly Roster Change Report – The Vendor shall provide the City an updated roster with each personnel change in a monthly report.

All records and reports required to be prepared and maintained by the respondent shall be maintained and made available as herein required during the term of the agreement and for a period of six (6) years following the termination of the agreement.

#### **Audits**

The City shall have the right to conduct periodic and/or unscheduled program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of this Agreement. The Vendor shall receive a full copy of each report finding. The Vendor agrees to cooperate fully with the City in the monitoring of the Agreement.

#### **Quality Assurance**

Quality Assurance functions shall be included and consist of, at least, routine call review and medical direction by a Physician.

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**Roster**

The Vendor shall provide the City with a full personnel roster and copies of required certifications prior to execution of this agreement.

**Levels of Service**

If the Vendor for any reason shall be temporarily unable to provide services set forth herein, the Vendor is hereby obliged forthwith to inform the City of Jersey City of that fact by calling the Jersey City Department of Public Safety or other designee for this purpose.

The City of Jersey City reserves the right to declare an emergency and to then call into service any other ambulances or equipment as needed, not associated with the Vendor. This action shall not be deemed to be a breach of this agreement nor shall same absolve the Vendor from performance hereunder or increase or diminish the Vendor's financial entitlement hereunder.

**Cost Proposal**

Respondent should provide a complete cost proposal for the full term of this contract. Proposal should include billing schedule (monthly, quarterly, etc). Respondents should be aware that the City Council meets the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of every month (except during the summer) to approve claims.



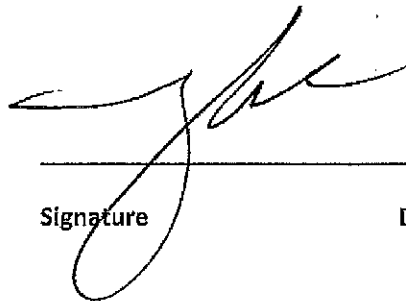
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**Appendix B: Certifications of Non-Conflict of Interest**

**Certification of BLS  
Evaluation Committee Member**

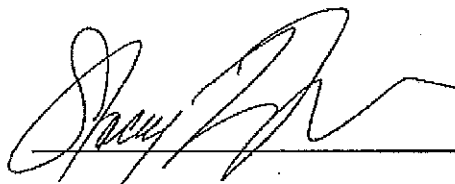
I, hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics law or the School Ethics Act, as appropriate and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

  
\_\_\_\_\_  
Signature                      Date                      11/20/17

R. Kakoleski

**Certification of BLS  
Evaluation Committee Member**

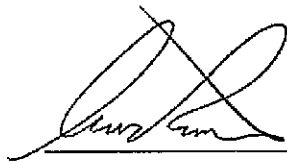
I, hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics law or the School Ethics Act, as appropriate and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

 11/22/13  
Signature Date

S. Flanagan

**Certification of BLS  
Evaluation Committee Member**


I, hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics law or the School Ethics Act, as appropriate and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

 11/08/12  
Signature Date

W-Kiene

**Certification of BLS  
Evaluation Committee Member**

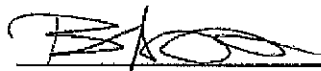
I, hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics law or the School Ethics Act, as appropriate and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

 11/22/13  
Signature Date

P. Soriero

**Certification of BLS**  
**Evaluation Committee Member**

I, hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics law or the School Ethics Act, as appropriate and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.



Signature

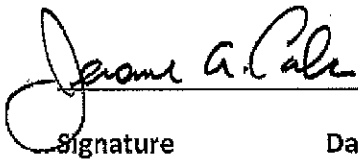
11/22/13

Date

B. Doshi

**Certification of BLS  
Evaluation Committee Member**

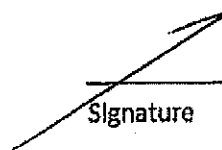
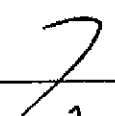
I, hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics law or the School Ethics Act, as appropriate and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engage in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

 12/5/13  
Signature                      Date

J. Cale

## Certification of BLS Evaluation Committee Member

I, hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics law or the School Ethics Act, as appropriate and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engage in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

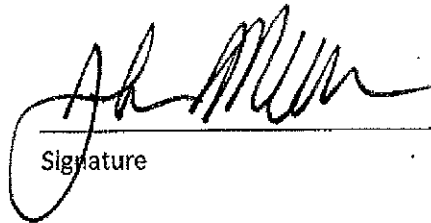
  12/5/13  
Signature Date

P. Foley



## Certification of BLS Evaluation Committee Member

I, hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics law or the School Ethics Act, as appropriate and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engage in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

 12/6/13  
Signature Date

J. Mercer

City of Jersey City  
Department of Administration  
Evaluation of Basic Life Support Ambulance Service Proposals  
December 6, 2013

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**Appendix C: Detailed Evaluation Spreadsheets**

Reviewer:----->

Bob Kakoleski

		2	1
		JCMC	McCabe
<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Score</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	4	4
Coverage	2	4	4
Response Time	2	4	4
Advance Life Support	2	4	2
First Responder Services (or reimbursement)	2	2	4
First Responder Training	2	4	4
Vehicle Coverage and Staffing	2	4	4
Dispatching Center	2	4	4
Disaster Planning - State of Emergency	2	4	4
Special Events	2	4	4
Other services	2	4	4
Compliance with applicable law	2	4	4
Management and Staffing	2	4	2
Vehicles, Other Equipment, and Supplies	2	4	2
Operating expenses	2	4	4
Records and Reports	2	4	4
Audits	2	4	4
Quality Assurance	2	4	4
Roster	2	4	2
Levels of Service	2	4	2
Prior experience/references	20	40	40
Personnel assigned	20	40	40
Cost Proposal	25	50	50
Commitment to Diversity	5	10	10
First Responder Services	10	10	20
Site Visit	10	20	20
<b>TOTAL SCORE</b>	<b>140</b>	<b>268</b>	<b>270</b>
<b>RANK</b>		<b>2</b>	<b>1</b>

**Instructions:**

1. Enter name where indicated
2. Select vendor tab (JCMC, McCabe)
3. Enter 0, 1, or 2 in yellow fields only
4. Spreadsheet will calculate totals and rank
5. Save file as "BLS Evaluation 2013 - name.xls"

Reviewer:----->  
Vendor: JCMC

Bob Kakoleski

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	2	2
Coverage	2	2	2
Response Time	2	2	2
Advance Life Support	2	2	2
First Responder Services (or reimbursement)	2	1	2
First Responder Training	2	2	2
Vehicle Coverage and Staffing	2	2	2
Dispatching Center	2	2	2
Disaster Planning - State of Emergency	2	2	2
Special Events	2	2	2
Other services	2	2	2
Compliance with applicable law	2	2	2
Management and Staffing	2	2	2
Vehicles, Other Equipment, and Supplies	2	2	2
Operating expenses	2	2	2
Records and Reports	2	2	2
Audits	2	2	2
Quality Assurance	2	2	2
Roster	2	2	2
Levels of Service	2	2	2
Prior experience/references	20	2	40
Personnel assigned	20	2	40
Cost Proposal	25	2	50
Commitment to Diversity	5	2	10
First Responder Services	10	1	10
Site Visit	10	2	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>268</u></b>

Reviewer:----->

Bob Kakoleski

Vendor: McCabe

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	2	4
Coverage	2	2	4
Response Time	2	2	4
Advance Life Support	2	1	2
First Responder Services (or reimbursement)	2	2	4
First Responder Training	2	2	4
Vehicle Coverage and Staffing	2	2	4
Dispatching Center	2	2	4
Disaster Planning - State of Emergency	2	2	4
Special Events	2	2	4
Other services	2	2	4
Compliance with applicable law	2	2	4
Management and Staffing	2	1	2
Vehicles, Other Equipment, and Supplies	2	1	2
Operating expenses	2	2	4
Records and Reports	2	2	4
Audits	2	2	4
Quality Assurance	2	2	4
Roster	2	1	2
Levels of Service	2	1	2
Prior experience/references	20	2	40
Personnel assigned	20	2	40
Cost Proposal	25	2	50
Commitment to Diversity	5	2	10
First Responder Services	10	2	20
Site Visit	10	2	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>270</u></b>

Reviewer:----->

Stacey Flanagan

Criteria	Weight	1	2
		JCMC Score	McCabe Score
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	0	1
Appendices & Other Pages exist	1	0	1
BLS Emergency Ambulance Services	2	4	4
Coverage	2	4	4
Response Time	2	2	2
Advance Life Support	2	0	0
First Responder Services (or reimbursement)	2	0	4
First Responder Training	2	0	2
Vehicle Coverage and Staffing	2	4	2
Dispatching Center	2	4	2
Disaster Planning - State of Emergency	2	4	4
Special Events	2	4	0
Other services	2	4	0
Compliance with applicable law	2	4	2
Management and Staffing	2	4	2
Vehicles, Other Equipment, and Supplies	2	4	4
Operating expenses	2	4	4
Records and Reports	2	4	4
Audits	2	4	2
Quality Assurance	2	4	4
Roster	2	4	2
Levels of Service	2	4	4
Prior experience/references	20	40	20
Personnel assigned	20	40	40
Cost Proposal	25	25	50
Commitment to Diversity	5	10	5
First Responder Services	10	10	0
Site Visit	10	20	10
<b>TOTAL SCORE</b>	<b>140</b>	<b>227</b>	<b>195</b>
<b>RANK</b>		<b>1</b>	<b>2</b>

Instructions:

1. Enter name where indicated
2. Select vendor tab (JCMC, McCabe)
3. Enter 0, 1, or 2 in yellow fields only
4. Spreadsheet will calculate totals and rank
5. Save file as "BLS Evaluation 2013 - name.xls"

Reviewer:----->

Stacey Flanagan

Vendor: JCMC

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	0	0
Appendices & Other Pages exist	1	0	0
BLS Emergency Ambulance Services	2	2	4
Coverage	2	2	4
Response Time	2	1	2
Advance Life Support	2	0	0
First Responder Services (or reimbursement)	2	0	0
First Responder Training	2	0	0
Vehicle Coverage and Staffing	2	2	4
Dispatching Center	2	2	4
Disaster Planning - State of Emergency	2	2	4
Special Events	2	2	4
Other services	2	2	4
Compliance with applicable law	2	2	4
Management and Staffing	2	2	4
Vehicles, Other Equipment, and Supplies	2	2	4
Operating expenses	2	2	4
Records and Reports	2	2	4
Audits	2	2	4
Quality Assurance	2	2	4
Roster	2	2	4
Levels of Service	2	2	4
Prior experience/references	20	2	40
Personnel assigned	20	2	40
Cost Proposal	25	1	25
Commitment to Diversity	5	2	10
First Responder Services	10	1	10
Site Visit	10	2	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>227</u></b>

Reviewer:----->

Stacey Flanagan

Vendor: McCabe

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	1	1
Appendices & Other Pages exist	1	1	1
BLS Emergency Ambulance Services	2	2	4
Coverage	2	2	4
Response Time	2	1	2
Advance Life Support	2	0	0
First Responder Services (or reimbursement)	2	2	4
First Responder Training	2	1	2
Vehicle Coverage and Staffing	2	1	2
Dispatching Center	2	1	2
Disaster Planning - State of Emergency	2	2	4
Special Events	2	0	0
Other services	2	0	0
Compliance with applicable law	2	1	2
Management and Staffing	2	1	2
Vehicles, Other Equipment, and Supplies	2	2	4
Operating expenses	2	2	4
Records and Reports	2	2	4
Audits	2	1	2
Quality Assurance	2	2	4
Roster	2	1	2
Levels of Service	2	2	4
Prior experience/references	20	1	20
Personnel assigned	20	2	40
Cost Proposal	25	2	50
Commitment to Diversity	5	1	5
First Responder Services	10	0	0
Site Visit	10	1	10
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>195</u></b>



Reviewer:----->

W. Kierce

Criteria	Weight	2	1
		JCMC Score	McCabe Score
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	4	4
Coverage	2	4	4
Response Time	2	2	2
Advance Life Support	2	4	4
First Responder Services (or reimbursement)	2	0	4
First Responder Training	2	0	4
Vehicle Coverage and Staffing	2	4	2
Dispatching Center	2	4	4
Disaster Planning - State of Emergency	2	4	4
Special Events	2	4	4
Other services	2	2	2
Compliance with applicable law	2	4	4
Management and Staffing	2	4	4
Vehicles, Other Equipment, and Supplies	2	4	4
Operating expenses	2	4	4
Records and Reports	2	4	4
Audits	2	4	4
Quality Assurance	2	4	4
Roster	2	2	2
Levels of Service	2	4	4
Prior experience/references	20	40	20
Personnel assigned	20	40	40
Cost Proposal	25	25	50
Commitment to Diversity	5	10	10
First Responder Services	10	20	20
Site Visit	10	20	20
<b>TOTAL SCORE</b>	<b>140</b>	<b>241</b>	<b>252</b>
<b>RANK</b>		<b>2</b>	<b>1</b>

Instructions:

1. Enter name where indicated
2. Select vendor tab (JCMC, McCabe)
3. Enter 0, 1, or 2 in yellow fields only
4. Spreadsheet will calculate totals and rank
5. Save file as "BLS Evaluation 2013 - name.xls"

Reviewer:----->

W. Kierce

Vendor: JCMC

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	2	4
Coverage	2	2	4
Response Time	2	1	2
Advance Life Support	2	2	4
First Responder Services (or reimbursement)	2	0	0
First Responder Training	2	0	0
Vehicle Coverage and Staffing	2	2	4
Dispatching Center	2	2	4
Disaster Planning - State of Emergency	2	2	4
Special Events	2	2	4
Other services	2	1	2
Compliance with applicable law	2	2	4
Management and Staffing	2	2	4
Vehicles, Other Equipment, and Supplies	2	2	4
Operating expenses	2	2	4
Records and Reports	2	2	4
Audits	2	2	4
Quality Assurance	2	2	4
Roster	2	1	2
Levels of Service	2	2	4
Prior experience/references	20	2	40
Personnel assigned	20	2	40
Cost Proposal	25	1	25
Commitment to Diversity	5	2	10
First Responder Services	10	2	20
Site Visit	10	2	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>241</u></b>

Reviewer:----->

W. Kierce

Vendor: McCabe

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	2	4
Coverage	2	2	4
Response Time	2	1	2
Advance Life Support	2	2	4
First Responder Services (or reimbursement)	2	2	4
First Responder Training	2	2	4
Vehicle Coverage and Staffing	2	1	2
Dispatching Center	2	2	4
Disaster Planning - State of Emergency	2	2	4
Special Events	2	2	4
Other services	2	1	2
Compliance with applicable law	2	2	4
Management and Staffing	2	2	4
Vehicles, Other Equipment, and Supplies	2	2	4
Operating expenses	2	2	4
Records and Reports	2	2	4
Audits	2	2	4
Quality Assurance	2	2	4
Roster	2	1	2
Levels of Service	2	2	4
Prior experience/references	20	1	20
Personnel assigned	20	2	40
Cost Proposal	25	2	50
Commitment to Diversity	5	2	10
First Responder Services	10	2	20
Site Visit	10	2	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>252</u></b>

Reviewer:----->

Peter Soriero

<u>Criteria</u>	<u>Weight</u>	2	1
		JCMC <u>Score</u>	McCabe <u>Score</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	4	4
Coverage	2	4	4
Response Time	2	4	4
Advance Life Support	2	4	4
First Responder Services (or reimbursement)	2	2	4
First Responder Training	2	0	4
Vehicle Coverage and Staffing	2	4	4
Dispatching Center	2	4	4
Disaster Planning - State of Emergency	2	4	4
Special Events	2	4	4
Other services	2	4	2
Compliance with applicable law	2	4	4
Management and Staffing	2	4	4
Vehicles, Other Equipment, and Supplies	2	4	4
Operating expenses	2	2	2
Records and Reports	2	4	4
Audits	2	2	2
Quality Assurance	2	4	4
Roster	2	4	4
Levels of Service	2	4	4
Prior experience/references	20	40	20
Personnel assigned	20	40	40
Cost Proposal	25	25	50
Commitment to Diversity	5	10	5
First Responder Services	10	10	20
Site Visit	10	20	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>	<b><u>235</u></b>	<b><u>249</u></b>
<b>RANK</b>		<b>2</b>	<b>1</b>

Instructions:

1. Enter name where indicated
2. Select vendor tab (JCMC, McCabe)
3. Enter 0, 1, or 2 in yellow fields only
4. Spreadsheet will calculate totals and rank
5. Save file as "BLS Evaluation 2013 - name.xls"

Reviewer:----->

Peter Soriero

Vendor: JCMC

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	
Table of Content Page exists	1	2	
Executive Summary exists	1	2	
Scope section exists	1	2	
Business Background section exists	1	2	
COJC Responsibility section exists	1	2	
Staffing section exists	1	2	
Assumptions section exists	1	2	
Cost Proposal exists	1	2	
Appendices & Other Pages exist	1	2	
BLS Emergency Ambulance Services	2	2	
Coverage	2	2	
Response Time	2	2	
Advance Life Support	2	2	
First Responder Services (or reimbursement)	2	1	
First Responder Training	2	0	
Vehicle Coverage and Staffing	2	2	
Dispatching Center	2	2	
Disaster Planning - State of Emergency	2	2	
Special Events	2	2	
Other services	2	2	
Compliance with applicable law	2	2	
Management and Staffing	2	2	
Vehicles, Other Equipment, and Supplies	2	2	
Operating expenses	2	1	
Records and Reports	2	2	
Audits	2	1	
Quality Assurance	2	2	
Roster	2	2	
Levels of Service	2	2	
Prior experience/references	20	2	40
Personnel assigned	20	2	40
Cost Proposal	25	1	25
Commitment to Diversity	5	2	10
First Responder Services	10	1	10
Site Visit	10	2	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>235</u></b>

Reviewer:----->

Peter Soriero

Vendor: McCabe

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	2	4
Coverage	2	2	4
Response Time	2	2	4
Advance Life Support	2	2	4
First Responder Services (or reimbursement)	2	2	4
First Responder Training	2	2	4
Vehicle Coverage and Staffing	2	2	4
Dispatching Center	2	2	4
Disaster Planning - State of Emergency	2	2	4
Special Events	2	2	4
Other services	2	1	2
Compliance with applicable law	2	2	4
Management and Staffing	2	2	4
Vehicles, Other Equipment, and Supplies	2	2	4
Operating expenses	2	1	2
Records and Reports	2	2	4
Audits	2	1	2
Quality Assurance	2	2	4
Roster	2	2	4
Levels of Service	2	2	4
Prior experience/references	20	1	20
Personnel assigned	20	2	40
Cost Proposal	25	2	50
Commitment to Diversity	5	1	5
First Responder Services	10	2	20
Site Visit	10	2	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>249</u></b>

Reviewer:----->

Bhavin Doshi

<u>Criteria</u>	<u>Weight</u>	<u>1</u>	<u>2</u>
		<u>JCMC</u> <u>Score</u>	<u>McCabe</u> <u>Score</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	4	2
Coverage	2	4	4
Response Time	2	2	4
Advance Life Support	2	4	2
First Responder Services (or reimbursement)	2	2	4
First Responder Training	2	2	4
Vehicle Coverage and Staffing	2	4	4
Dispatching Center	2	4	4
Disaster Planning - State of Emergency	2	4	4
Special Events	2	4	4
Other services	2	4	2
Compliance with applicable law	2	2	2
Management and Staffing	2	4	4
Vehicles, Other Equipment, and Supplies	2	4	2
Operating expenses	2	2	2
Records and Reports	2	4	2
Audits	2	4	2
Quality Assurance	2	4	2
Roster	2	4	2
Levels of Service	2	4	4
Prior experience/references	20	40	40
Personnel assigned	20	40	20
Cost Proposal	25	25	50
Commitment to Diversity	5	5	5
First Responder Services	10	10	10
Site Visit	10	20	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>	<b><u>230</u></b>	<b><u>225</u></b>
<b>RANK</b>		<b>1</b>	<b>2</b>

Instructions:

1. Enter name where indicated
2. Select vendor tab (JCMC, McCabe)
3. Enter 0, 1, or 2 in yellow fields only
4. Spreadsheet will calculate totals and rank
5. Save file as "BLS Evaluation 2013 - name.xls"

Reviewer:----->

Bhavin Doshi

Vendor: JCMC

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	2	2
Coverage	2	2	2
Response Time	2	1	1
Advance Life Support	2	2	2
First Responder Services (or reimbursement)	2	1	1
First Responder Training	2	1	1
Vehicle Coverage and Staffing	2	2	2
Dispatching Center	2	2	2
Disaster Planning - State of Emergency	2	2	2
Special Events	2	2	2
Other services	2	2	2
Compliance with applicable law	2	1	1
Management and Staffing	2	2	2
Vehicles, Other Equipment, and Supplies	2	2	2
Operating expenses	2	1	1
Records and Reports	2	2	2
Audits	2	2	2
Quality Assurance	2	2	2
Roster	2	2	2
Levels of Service	2	2	2
Prior experience/references	20	2	20
Personnel assigned	20	2	20
Cost Proposal	25	1	25
Commitment to Diversity	5	1	5
First Responder Services	10	1	10
Site Visit	10	2	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>230</u></b>



Reviewer:----->

Bhavin Doshi

Vendor: McCabe

<u>Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Total</u>
Title Page exists	1	2	2
Table of Content Page exists	1	2	2
Executive Summary exists	1	2	2
Scope section exists	1	2	2
Business Background section exists	1	2	2
COJC Responsibility section exists	1	2	2
Staffing section exists	1	2	2
Assumptions section exists	1	2	2
Cost Proposal exists	1	2	2
Appendices & Other Pages exist	1	2	2
BLS Emergency Ambulance Services	2	1	2
Coverage	2	2	4
Response Time	2	2	4
Advance Life Support	2	1	2
First Responder Services (or reimbursement)	2	2	4
First Responder Training	2	2	4
Vehicle Coverage and Staffing	2	2	4
Dispatching Center	2	2	4
Disaster Planning - State of Emergency	2	2	4
Special Events	2	2	4
Other services	2	1	2
Compliance with applicable law	2	1	2
Management and Staffing	2	2	4
Vehicles, Other Equipment, and Supplies	2	1	2
Operating expenses	2	1	2
Records and Reports	2	1	2
Audits	2	1	2
Quality Assurance	2	1	2
Roster	2	1	2
Levels of Service	2	2	4
Prior experience/references	20	2	40
Personnel assigned	20	1	20
Cost Proposal	25	2	50
Commitment to Diversity	5	1	5
First Responder Services	10	1	10
Site Visit	10	2	20
<b>TOTAL SCORE</b>	<b><u>140</u></b>		<b><u>225</u></b>

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.867

Agenda No. 10.Z.36

Approved: DEC 18 2013

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR SECOND CHANCE BALLISTIC VESTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Department of Police is in need of **Ballistic Vests Body Armor** worn by Police Officers, that help to absorb the impact from firearm-fired projectiles; and

**WHEREAS**, N.J.S.A. 40A:11-12, of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Atlantic Tactical of New Jersey, 14 Worlds Fair Drive, Unit H, Somerset, New Jersey 08873 is the only authorized vendor in the state of New Jersey and is in possession of State Contract No. A82102, submitted a proposal for **Ballistic Vests**; and

**WHEREAS**, funds are available for this contract in Police Federal & State Grant Account;

Account	P.O. #	State Contract	Total Contract
02-213-40-214-215	112136	A82102	\$39,650.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Atlantic Tactical of New Jersey**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED** that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR SECOND CHANCE BALLISTIC VESTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

**WHEREAS**, Atlantic Tactical of New Jersey has completed and submitted a Business Entity Disclosure Certification which certifies that Atlantic Tactical of New Jersey has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Atlantic Tactical of New Jersey from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-214-215.

Account	P.O. #	State Contract	Total Contract
02-213-40-214-215	112136	A82102	\$39,650.00

Approved by \_\_\_\_\_

Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/13/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR SECOND CHANCE BALLISTIC VESTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE**

**Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	P.O. Jaclyn Marcazo #2987	Police Officer
Phone/email	(201) 547-4736	jmarcazo@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this contract is to allow for the purchase of 61 ballistic vests for police officers from Atlantic Tactical.

Vests are described as Second Chance; Monarch MR01, Shooter's Cut, Level IIIA, and will include one extra carrier.

**Cost (Identify all sources and amounts)**

\$39,650.00  
Funded by Grant: Body Armor Replacement  
Fund (2012 Grant Award)

**Contract term (include all proposed renewals)**

Not Applicable

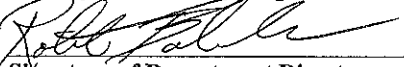
**Type of award** State Contract

**If "Other Exception", enter type** Not Applicable

**Additional Information**

Account No. 02-213-40-214-215

I certify that all the facts presented herein are accurate.

  
Signature of Department Director  
For James Shen

12-13-13  
Date



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER  
**112136**

## PURCHASE ORDER & VOUCHER

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

REQUISITION # **0164503**  
BUYER **STATECONT**

DATE: **12/13/2013**  
VENDOR NO: **AT041560MV**

### VENDOR INFORMATION

**ATLANTIC TACTICAL OF NJ**  
**763 CORPORATE CIRCLE**

**NEW CUMVERLAND PA 17070**

**DELIVER TO**  
**JCPD/GRANT'S OFFICE**  
**1 JOURNAL SQ. PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

**BILL TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ. PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
61.00	EA	<b>BALLISTIC VESTS</b> <b>SECOND CHANCE MONARCH MR01 SHOOTER'S CUT</b> <b>LEVEL IIIA BALLISTIC VEST, W/SOFT TRAUMA PAC,</b> <b>COLOR NAVY ,INCLUDING AN EXTRA CARRIER IN</b> <b>PRICE.</b>  <b>PRICE INCLUDES SHIPPING &amp; HANDLING</b> <b>TAX EXEMPT</b>  <b>QUOTE: SQ-80369065, ACCT. 203699</b>  <b>T-0106: POLICE &amp; HOMELAND SECURITY EQUIPMENT</b> <b>&amp; SUPPLIES</b>  <b>LINE: 00009, COMM CODE: 680-08-082337</b>  <b>RESO _____, APPROVED _____</b>	02-213-40-214-215	650.0000	39,650.00

TAX EXEMPTION NO. **22-6002013**

**PO Total** **39,650.00**

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

**CITY OF JERSEY CITY**1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Assigned PO #

112316

Requisition #

0164503

**Requisition****Vendor**  
ATLANTIC TACTICAL OF NJ  
763 CORPORATE CIRCLE  
NEW CUMVERLAND PA 17070**Dept. Bill To**  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY**Dept. Ship To**  
JCPD/GRANT'S OFFICE  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306**Contact Info**  
P.O. JACLYN MARCAZO  
015474736.

AT041560MV

SC  
12-13

Quantity	UOM	Description	Account	Unit Price	Total
61.00	EA	BALLISTIC VESTS	0221340214215065	650.00	39,650.00
		SECOND CHANCE MONARCH MR01 SHOOTER'S CUT LEVEL IIIA BALLISTIC VEST,W/SOFT TRAUMA PAC, COLOR NAVY ,INCLUDING AN EXTRA CARRIER IN PRICE.			
		PRICE INCLUDES SHIPPING & HANDLING TAX EXEMPT			
		QUOTE: SQ-80369065, ACCT. 203699			
		T-0106: POLICE & HOMELAND SECURITY EQUIPMENT & SUPPLIES			
		LINE: 00009, COMM CODE: 680-08-082337			
		RESO _____, APPROVED _____			

Requisition Total 39,650.00

Req. Date: 12/13/2013

Requested By: EGIBBS

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

**JERSEY CITY POLICE DEPARTMENT  
REQUISITION REQUEST FORM**



**Date:** December 10, 2013

**Account No.:** 02-213-40-214-215

*Body Armor Replacement Fund*

Body Armor is to be delivered to the Grants Unit and dispersed to sworn personnel.

Item	Quantity	Unit Price	Description	Total
1	61	\$650.00	Second Chance Monarch MR01 Shooter's Cut Level IIIA Ballistic Vest, with soft trauma pac, color navy, including an extra carrier in price	\$39,650.00
			Price includes shipping and handling and there is no tax	
			<b>Total Amount</b>	<b>\$39,650.00</b>

**Requested by:** P.O. Jaclyn Marcazo #2987, Grants Office

*PO Jaclyn Marcazo #2987*

**Comments:** **Vendor:** Atlantic Tactical under **State Contract # A82102**

**Contact:** Rich Slack 1-732-377-3297

**Approved by:**

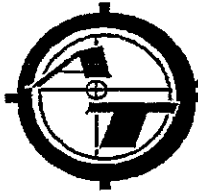
**Chief of Police:**

*D/C [Signature]*

**Public Safety Director:**

*[Signature]*

*12/11/13*



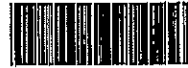
**ATLANTIC  
TACTICAL™**  
OUTFITTING AMERICA'S HEROES  
14 Worlds Fair Drive, Somerset NJ 08873  
732-377-3297 • FAX 732-537-0007



### SALES QUOTE

SQ-80369065

12/11/2013



REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

Customer		Contact	Ship To			
Jersey City PD City of Jersey City 1 Journal Square Plaza JERSEY CITY NJ 07306 Tel: (201)-547-5432, (201)-547-5000						
Account	Terms	Due Date	Account Rep	Schedule Date		
203699	Voucher	1/10/2014	Rich Slack	12/11/2013		
Quotation	PO #	Reference	Ship VIA	Page Printed		
SQ-80369065	QUOTE			1 12/11/2013 11:31:24 AM		
L Item	Description	Qty	Price	UM	Discount	Amount
1	*THIS IS ONLY A QUOTE**					
2						
3	D70-NV-APX Second Chance Monarch MR01 Male Shooter's Cut Level IIIA Ve- COLOR:Navy CARRIER:Apex, Soft trauma pac NIJ # BA-3A00S-MR01	61	\$650.00	EA		\$39,650.00
4	19X-NV-0 Second Chance Extra Apex2 Carrier - COLOR:Navy .:.	61	\$0.00	EA		\$0.00
5						
6	SH SHIPPING/HANDLING - NONE	1	\$0.00	EA		\$0.00
7	PRICED PER NJSC #A82102					
8						
9	NOTE: NO OVERSIZE CHARGES PER NJ STATE CONTRACT PRICING					
Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.  Thank You Again,		<b>Tax Details</b> EXEMPT \$0.000  <b>Payment Details</b> 01/01/00 No Payment History		<b>Taxable</b>  <b>Total Tax</b> <b>Exempt</b> <b>Total</b>  <b>Balance</b>		<b>\$0.00</b>  <b>\$0.00</b> <b>\$39,650.00</b> <b>\$39,650.00</b>  <b>\$39,650.00</b>





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ATLANTIC TACTICAL INC  
**Trade Name:**  
**Address:** 763 CORPORATE CIRCLE  
NEW CUMBERLAND, PA 17070  
**Certificate Number:** 1113866  
**Effective Date:** January 05, 2012  
**Date of Issuance:** December 13, 2013

**For Office Use Only:**

20131213120342496

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

## Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

## Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Shawn M. Connors	2380 WOODSTREACH WAY ENOLA PA 17025
Jessica Kauler	5660 CHARLTON WAY MECHANICSBURG PA 17050

## Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

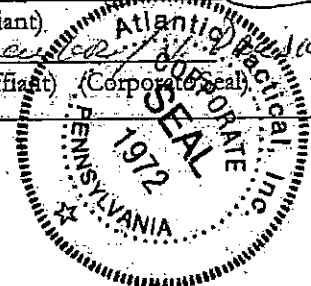
Name of Business Entity: Atlantic Trench  
Signed: Jessica Kauler Title: Vice President  
Print Name: Jessica Kauler Date: 5/30/13

Subscribed and sworn before me this 30<sup>th</sup> day of  
May, 2013

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jill M. Skethway, Notary Public  
Fairview Twp., York County  
My Commission Expires April 5, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Jessica Kauler  
(Affiant)  
Jessica Kauler  
(Print name & title of affiant)





State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award  
Term Contract(s)**

**T-0106  
POLICE AND HOMELAND SECURITY EQUIPMENT  
& SUPPLIES (SUPPLEMENTAL PROPOSAL)**

Vendor Information
By Vendor
RFP Documents
Email to CAROLYN WILSON

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if  
necessary to view all documents)**

[Download All Documents](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	T-0106
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 08/01/12 TO: 04/30/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

	AJABRAMS CO INC 155 POST RD EAST PO BOX 5171 WESTPORT, CT 06880
<b>Contact Person:</b>	PAMELA H LOTHROP
<b>Contact Phone:</b>	800-842-3011
<b>Order Fax:</b>	203-226-8289
<b>Contract#:</b>	82107
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	21 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	AMERICAN DIVING SUPPLY 1002 NEW ROAD NORTHFIELD, NJ 08225-1661
<b>Contact Person:</b>	TOM MADDOX
<b>Contact Phone:</b>	609-646-5090
<b>Order Fax:</b>	609-641-5762
<b>Contract#:</b>	82110
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	.50% 10 NET 30
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ATLANTIC NUCLEAR CORP 100 W EYMOUTH STREET/ E1 ROCKLAND, MA 02370
<b>Contact Person:</b>	JOHN ANDERSON
<b>Contact Phone:</b>	800-878-9118
<b>Order Fax:</b>	781-878-3378
<b>Contract#:</b>	82105
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	4 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND, PA 17070
<b>Contact Person:</b>	SEAN M CONVILLE
<b>Contact Phone:</b>	717-774-3339
<b>Order Fax:</b>	717-774-4463

<b>Contract#:</b>	82102
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	BIOFIRE DIAGNOSTICS INC 390 WAKARA WAY SALT LAKE CITY, UT 84108
<b>Contact Person:</b>	CHRISSE FLOWERS
<b>Contact Phone:</b>	801-736-6354
<b>Order Fax:</b>	801-588-0507
<b>Contract#:</b>	82104
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	60 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	GUARDIAN PROTECTIVE DEVICES INC 154 COOPER RD UNIT 703 W BERLIN, NJ 08091
<b>Contact Person:</b>	HERBERT SCHREIBER
<b>Contact Phone:</b>	856-753-5007
<b>Order Fax:</b>	856-753-1131
<b>Contract#:</b>	82099
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	INTERSTATE ARMS CORP 66 DUNHAM RD BILLERICA, MA 01821-5727
<b>Contact Person:</b>	SUSAN P FERRI
<b>Contact Phone:</b>	800-243-3006
<b>Order Fax:</b>	978-667-1350
<b>Contract#:</b>	82098
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEW HERE

	COMM CODE: 257-31-082724 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: LUDLAM  P/L DATED: 6/5/2012				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 257-31-082731 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: SAKC  P/L DATED: 6/2012	1.000	EACH	4.00%	N/A
<b>Vendor:</b> ATLANTIC TACTICAL INC <b>Contract Number:</b> 82102					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 680-12-021322 [POLICE, PRISON AND SECURITY ACCESS...]  ITEM DESCRIPTION: LEATHER/NYLON GOODS BRAND: SAFARILAND NYLOK AND LEATHER  P/L DATED: 7/1/12	1.000	EACH	40.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 680-92-021412 [POLICE, PRISON AND SECURITY ACCESS...]  ITEM DESCRIPTION: RIOT CONTROL EQUIPMENT & SUPPLIES BRAND: MONADNOCK  P/L DATED: 7/1/12	1.000	EACH	30.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 680-92-036467 [POLICE, PRISON AND SECURITY ACCESS...]  ITEM DESCRIPTION: RIOT CONTROL EQUIPMENT & SUPPLIES BRAND: PROTECH  P/L DATED: 7/1/12	1.000	EACH	35.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 680-08-082339 [POLICE, PRISON AND SECURITY ACCESS...]  ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: PROTECH	1.000	EACH	41.00%	N/A

	P/L DATED : 7/1/12				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 680-08-082336 [POLICE, PRISON AND SECURITY ACCESS...]  ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: SAFARI LAND  P/L DATED: 2013	1.000	EACH	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 680-08-082337 [POLICE, PRISON AND SECURITY ACCESS...]  ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: SECOND CHANCE  P/L DATED: 2013	1.000	EACH	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 257-40-083956 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND: SPA-SIMRAD  P/L DATED: 1/2012	1.000	EACH	3.00%	N/A
<b>Vendor:</b> BIOFIRE DIAGNOSTICS INC <b>Contract Number:</b> 82104					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 257-31-082723 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: IDAHO TECHNOLOGY  P/L DATED: 11/2010	1.000	EACH	5.00%	N/A
<b>Vendor:</b> GUARDIAN PROTECTIVE DEVICES INC <b>Contract Number:</b> 82099					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 680-52-021267 [POLICE, PRISON AND SECURITY ACCESS...]  ITEM DESCRIPTION: CHEMICAL AGENCY PROJECTILES BRAND: GUARDIAN SELF DEFENSE  P/L DATED: 1/5/12	1.000	EACH	NET	N/A

**HAND DELIVERY REQUEST  
(RECEIPT)**

**DATE:** December 13, 2013 ( ) HAND DELIVERY ( ) PICK UP

**TO:** ROBERT BYRNE, OR SEAN GALLAGHER

**DEPT:** CITY CLERK'S OFFICE

**LOCATION:** 280 GROVE STREET

**DESC:** LATE ITEM - RESO & PO FOR ATLANTIC TACTICAL  
BALLISTIC VESTS FOR POLICE, JACLYN MARCAZZO X 4736

**RECEIPT ACKNOWLEDGMENT**

**PRINT NAME:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**DATE RECEIVED:** \_\_\_\_\_ **TIME REC'D:** \_\_\_\_\_

**PLEASE RETURN TO DWIGHT HARDIE, PURCHASING DIVISION**



# RESOLUTION CHECKLIST

☒ **GOODS & SERVICES - NON BIDS**

☐ **BIDS**

REQ NO. 0164503

PO # 112136

DEPT/DIV: JCPS - POLICE/GRANTS

SUBJ: BALLISTIC VESTS

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement								X		
EEO/AA Compliance										
BRC/Validation								X		
Pay-to-Play, Political Contribution/B.E.D.								N/A		
Legislative Fact Sheet/ Determination of Value								X		
Other:										

**NOTE:**

## BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Certification Regarding Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

**Notes:**

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanj@icnj.org](mailto:abuanj@icnj.org)

Certification 47884

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JAN-2012 to 15-JAN-2015

SAFETY LEAGUE, INC. DBA ATLANTIC TACTICAL  
763 CORPORATE CIRCLE  
NEW CUMBERLAND PA 17070



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed; and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Jill Skerwood / Director of Corporate Affairs

Representative's Signature: [Signature]

Name of Company: AT&T TENCAL

Tel. No.: 707 774 3339 Date: 5/29/17

AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the President of Arkane Tactical, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

# SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**VOID**

THIS IS TO CERTIFY THAT THE EMPLOYEE INFORMATION REPORT WAS  
RECEIVED BY THE EMPLOYEE INFORMATION REPORT OFFICE  
ON THE DATE OF THE REPORT AND THAT THE EMPLOYEE INFORMATION REPORT  
IS VALID FOR THE PERIOD OF THE REPORT.

**VOID**



DATE RECEIVED

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

### IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company. Including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in Item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN.

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209  
Telephone No. (609) 282-5475



NEW JERSEY FACILITY

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET CITY COUNTY STATE ZIP CODE		
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE IF THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NONMINORITY EMPLOYEES RE-AWARDED									
	COL. 1	COL. 2	COL. 3	MALES					FEMALES				
	TOTAL (Col. 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
<b>TOTAL</b>													
Total employment from previous Report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)			

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;  
PINK - PUBLIC AGENCY; GOLD - VENDOR

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

### FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as-amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act

-----  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection 2. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection 2. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ATLANTIC TACTICAL (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 6/1/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ATLANTIC TACTICAL (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Atlantic Tactical Inc

Signed [Signature] Title: President

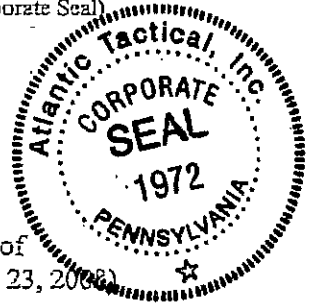
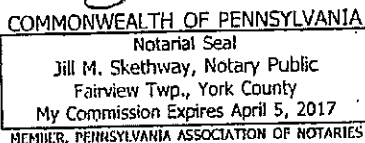
Print Name: Sean Conville Date: 5/29/13

Subscribed and sworn before me  
this 29th day of May, 2013.

My Commission expires: 4/5/17

[Signature]

[Signature] (Affiant)  
Sean H. Conville / President  
(Print name & title of affiant) (Corporate Seal)



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Atlantic Tactical Inc

Address: 763 Corporate Circle, New Cumberland  
Pa. 17070

Telephone No.: 717-774-3339

Contact Name: Jill Sheehy

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☒ Woman Owned

☐ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jim Skerwine

Representative's Signature: [Signature]

Name of Company: ATLANTIC THERAPEUTIC

Tel. No.: 767-774-3579 Date: 5/29/13

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the President of Atlantic Tech hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: SEAN M. CONVILLE / President  
Representative's Signature: [Signature]  
Name of Company: ATLANTIC TECH  
Tel. No.: 717-774-3339 Date: 5/29/13

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Stan M. Conville	2350 WOODSTREACH WAY ENOLA PA 17035
Jessica Lauer	5660 CHARLTON WAY MECHANICSBURG Pa 17050

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

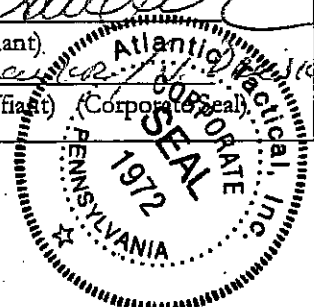
Name of Business Entity: Atlantic Tactical  
 Signed: Jessica Lauer Title: Vice President  
 Print Name: Jessica Lauer Date: 5/30/13

Subscribed and sworn before me this 30<sup>th</sup> day of May, 2013

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Jill M. Skethway, Notary Public  
 Fairview Twp., York County  
 My Commission Expires April 5, 2017  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Jessica Lauer (Affiant)  
 (Print name & title of affiant) (Corporate Seal)





**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Atlantic Tactical Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 6/1/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Atlantic Tactical Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Atlantic Tactical Inc

Signed [Signature] Title: President

Print Name Sean Connolly Date: 5/29/13

Subscribed and sworn before me  
this 29th day of May, 2013.

My Commission expires: 4/5/17

[Signature]  
(Affiant)

Sean M. Connolly / President  
(Print name & title of affiant) (Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jill M. Skethway, Notary Public  
Fairview Twp., York County  
My Commission Expires April 5, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.868

Agenda No. 10.Z.37

Approved: DEC 18 2013

TITLE:



**RESOLUTION URGING THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY TO DESIGNATE THE PHILIPPINES FOR TEMPORARY PROTECTED STATUS (TPS) UNDER § 244(b) OF THE IMMIGRATION AND NATIONALITY ACT IN THE WAKE OF THE WIDESPREAD DESTRUCTION CAUSED BY TYPHOON HAIYAN/YOLANDA**

**WHEREAS**, on November 8, 2013, the Philippines was struck by Typhoon Haiyan (also known as Typhoon Yolanda), one of the largest and most powerful storms to have ever made landfall, causing vast destruction of towns and villages in the Philippine islands and killing over 6,000 people with nearly 1,800 others still reported missing;

**WHEREAS**, according to estimates from the Philippine government, Typhoon Haiyan/Yolanda damaged or destroyed more than one (1) million homes and displaced nearly four (4) million people, and left (2) million people without access to adequate food, shelter, or clean water;

**WHEREAS**, the United States government, military, and countless humanitarian organizations, have directed desperately needed food and relief to the Philippines while the Philippine government undertakes the monumental task of addressing the widespread loss of life, repairing basic infrastructure, and providing sufficient aid to survivors;

**WHEREAS**, § 244(b) of the Immigration and Nationality Act allows the Secretary of the United States Department of Homeland Security to designate, for a prescribed time period, a foreign state for special protection if a natural disaster prevents the state from being able to adequately handle the return of its nationals. In the alternative, § 244(b) allows the Secretary to grant Temporary Protected Status ("TPS") upon a finding of "extraordinary and temporary conditions in the foreign state that prevent...nationals of the state from returning to the state in safety";

**WHEREAS**, on December 13, 2013, Philippine Ambassador Jose L. Cuisia, Jr. issued a formal request for TPS on behalf of the Philippines to the United States Department of Homeland Security. Ambassador Cuisia's letter to Acting Secretary of Homeland Security Rand Beers specifically noted "the intense desire of the Filipino-American Community to more effectively assist victims" of Typhoon Haiyan/Yolanda;

**WHEREAS**, given the widespread destruction, loss of life, and ongoing dangerous situation on the ground in the Philippines, the Philippines more than likely satisfies the conditions to merit a designation of TPS;

**WHEREAS**, a grant of TPS would allow Philippine nationals, currently residing in the United States, to continue residing in the United States with temporary legal status. TPS will provide these Filipinos protection from deportation, travel authorization, and the ability to work legally while in the United States. As these Filipinos are a key source of aid for their families in the Philippines, granting them TPS would allow them to continue working and generating income that can be sent to help their families back home;

**WHEREAS**, deporting these Filipinos would burden an already strained infrastructure in the Philippines by forcing the country to reabsorb thousands of its nationals currently abroad during this national emergency. It would also force these Filipinos to return to their country at a time when conditions on the ground remain unsafe, especially as many of them will be unable to return to their homes;

**WHEREAS**, the United States Department of Homeland Security and the United States Citizenship and Immigration Services acted quickly in very similar circumstances to designate for TPS Haiti in 2010 and El Salvador in 2001 after massive earthquakes hit those countries; and

**WHEREAS**, Typhoon Haiyan/Yolanda is the third natural disaster to strike the Philippines in just thirteen (13) months), including a 7.2 earthquake on October 15, 2013 and Typhoon Bopha in December 2012.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City hereby urges Acting Secretary Rand Beers of the U.S. Department of Homeland Security to exercise his authority under § 244(b) of the Immigration and Nationality Act to designate the Philippines for Temporary Protected Status ("TPS") and the City Clerk is hereby directed to forward a this resolution to Acting Secretary Beers forthwith.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

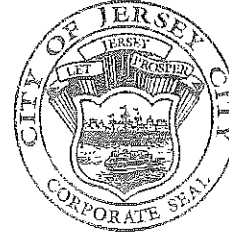
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.869  
Agenda No. 10.Z.38  
Approved: DEC 18 2013  
TITLE:



## **RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT FOR BIKE SHARE SERVICES**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :**

**WHEREAS**, the City of Jersey City (City) desires to provide bike sharing services to residents and other persons within its corporate limits; and

**WHEREAS**, the City desires to award a concession contract for the provision of bike sharing; and

**WHEREAS**, bike sharing could be provided at no cost to the City, and the City could receive a percentage of the revenue paid to the bike sharing provider; and

**WHEREAS**, the City does not foresee any risk in awarding this concession because it expects the bike sharing provider to indemnify the City in connection with the provision of bike sharing service; and

**WHEREAS**, it is estimated that the total value of this concession for the contractor will be \$100,000.00 gross annual revenue; and

**WHEREAS**, it is estimated that as a result of awarding this concession, the City could receive net annual revenue of \$10,000.00 or more; and

**WHEREAS**, the award of the concession will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

**WHEREAS**, the City does not expect to incur any costs in connection with awarding a concession contract; and

**WHEREAS**, in exchange for awarding this concession, the City shall permit the bike sharing provider to conduct operations on City-owned property within the corporate limits of the City of Jersey City, NJ; and

**WHEREAS**, the City intends to use the competitive contracting process to award this contract; and

**WHEREAS**, N.J.S.A. 40A:11-4.1 and N.J.A.C. 5:34-9.4 authorize the City to use competitive contracting to award concession contracts; and

**WHEREAS**, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

City Clerk File No. Res. 13.869Agenda No. 10.Z.38TITLE: **DEC 18 2013****RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT FOR BIKE SHARE SERVICES**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- (1) the above recitals are incorporated herein by reference;
- (2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 is authorized for awarding a contract to a concession contractor for the provision of bike sharing services.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

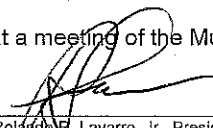
Certification Required ☐Not Required ☐APPROVED **9-0**

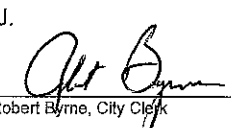
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando B. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT FOR BIKE SHARE SERVICES**

**Initiator**

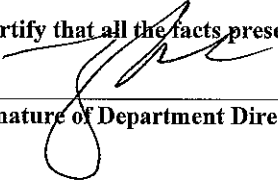
Department/Division	Administration	Administration
Name/Title	John Mercer	Assistant Business Administrator
Phone/email	201-547-4417	jmerc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Resolution 13-863: Resolution authorizing a cooperative purchasing agreement among the City of Jersey City, the City of Hoboken and the Township of Weehawken in connection with a Bike Sharing System – requires this companion resolution in order to utilize the competitive contracting process in order to solicit proposals and award a contract.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

12/16/13  
\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.870

Agenda No. 10.Z.39

Approved: DEC 18 2013

TITLE:



## RESOLUTION URGING THE UNITED STATES CONGRESS TO ACT TO ENSURE THAT MASS TRANSIT BENEFITS REMAIN INTACT

COUNCIL: offered the moved adoption of the following Resolution:

**WHEREAS**, Internal Revenue Code Section 132 and the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) allows employers to offer employees the opportunity to set aside a portion of salary to pay for transportation expenses; and

**WHEREAS**, in 2013 the monthly allowance for both parking and mass transit was \$245 per month; and

**WHEREAS**, in 2014 the allowance for parking is being increased to \$250 per month while the mass transit allowance is being decreased to \$130 per month; and

**WHEREAS**, many consumers who use mass transit pay significantly more than \$130 per month for transportation; and

**WHEREAS**, according to the United States Census Bureau's just released American Community Survey 62.4% of the residents of Jersey City use public transportation, carpool or walk; and

**WHEREAS**, according to traffic counts collected in 2008 for a travel demand model by the North Jersey Transportation Planning Authority, 20% of vehicles that exit the Turnpike at Columbus Drive do so in order to shortcut through Jersey City streets on their commute to the Holland Tunnel, creating traffic and congestion; and

**WHEREAS**, the Jersey City waterfront is home to many businesses whose workers commute to Jersey City on a daily basis; and

**WHEREAS**, the air quality in Hudson County, New Jersey is currently ranked F status by [stateoftheair.org](http://stateoftheair.org) and air quality is known to be impacted by automobile traffic; and

**WHEREAS**, the Jersey City Municipal Council believes that tax incentives that favor driving over mass transportation will encourage more driving, resulting in worse air quality and traffic in Jersey City.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Council strongly supports 2014 spending allowances that give equitable tax incentives to mass transportation.
2. Copies of the within Resolution shall be forwarded to United States Senator Robert Menendez, United States Senator Cory Booker, United States Representative Albio Sires and United States Representative Donald Payne, Jr.

G:\WPDOCS\TOLONDA\RESOS\MISC\Mass Transit Benefits - Submitted by D. Donnelly for C. Osborne.docx

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0  
12.18.13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando E. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.871

Agenda No. 10.Z.40

Approved: DEC 18 2013

TITLE:



## **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PROACTIVE PLANNING ASSOCIATES TO PROVIDE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) AND NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) TRAINING**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, Resolution No. 12-878 approved on December 19, 2012, awarded a contract in the amount of \$70,200.00 to Proactive Planning Community Emergency Response Team (CERT) and National Incident Management System (NIMS) training; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

**WHEREAS**, the contractor has been performing the services in a effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of January 1, 2014 and ending on December 31, 2014; and

**WHEREAS**, the total cost of the contract renewal is \$70,200.00; and

**WHEREAS**, funds in the amount of \$70,200.00 are available in Urban Area Security Initiative FFY-13 Grant account 02-213-40-372-314

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Proactive Planning & Associates;
- 2) The renewal contract is for twelve (12) months effective as of January 1, 2014, and the total cost of the contracts shall not exceed \$70,200.00
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)(2), additional contract funds will be encumbered in the 2014 temporary and permanent calendar year budgets; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(continued on Page 2)

City Clerk File No. Res. 13.871Agenda No. 10.Z.40TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PROACTIVE PLANNING ASSOCIATES TO PROVIDE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) AND NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) TRAINING**

I, \_\_\_\_\_, Donna Mauer, Chief Financial Officer, hereby certify that these funds are available for this expenditure in Urban Area Security Initiative FFY-13 Grant Account 32-213-40-372-314 for payments of the above resolution.

Requisition # 0164398

Purchase Order # 112177

Total Encumbrance \$70,200.00

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

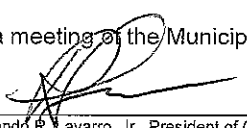
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.18.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk



**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the OWNER <sup>PROACTIVE</sup> of PLANNING ASSOCIATES (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: PAUL SORIERO

Representative's Signature: Paul Soriero

Name of Company: PROACTIVE PLANNING ASSOCIATES

TEL. No.: 201-615-5780

Date: 11-24-2013

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): PAUL SORIERO - OWNER

Representative's Signature: Paul Soriero

Name of Company: PROACTIVE PLANNING ASSOCIATES

Tel. No.: 201-615-5780

Date: 11-24-13

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : PROACTIVE PLANNING ASSOCIATES  
Address : 29 CARLISLE ROAD WAYNE NJ 07470  
Telephone No. : 201-615-5780  
Contact Name : PAUL SORIERO

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: PROACTIVE PLANNING ASSOCIATES  
Address: 29 CARLISLE ROAD WAYNE NJ 07470  
Telephone No.: 201-615-5780  
Contact Name: PAUL JORIERO

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

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**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. 43822

DATES OF PAYROLL PERIOD USED: FROM 1-1-2013 TO 12-31-2012

NAME OF FACILITY:

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

JOB CATEGORIES	MALES					FEMALES						
	Total	Black	Hispanic	AM. Indian	Asian	Non-His.	Total	Black	Hispanic	AM. Indian	Asian	Non-His.
OFFICIALS & MANAGERS	1					1	0					
PROFESSIONALS							0					
TECHNICIANS							0					
SALES WORKERS							0					
OFFICE & CLERICAL							0					
CRAFTWORKERS							0					
OPERATIVES							0					
LABORERS							0					
SERVICE WORKERS							0					
TOTAL	1	0	0	0	0	1	0	0	0	0	0	0

I certify that the information on this form is true and correct...

NAME OF PERSON COMPLETING FORM (Print or Type)

FIRST MI LAST

SIGNATURE

DATE SUBMITTED

SORIERO PAUL

*Paul Soriero*

11-24-2013

ADDRESS (NO. & STREET) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_ PHONE (AREA CODE, NO., EXTENSION) \_\_\_\_\_

29 CARLISLE RD WAYNE NJ 07470 201-615-5780

Certification 43822  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2009 to 15-AUG-2016

PROACTIVE PLANNING ASSOCIATES  
29 CARLISLE ROAD  
WAYNE  
NJ 07470



A handwritten signature in black ink, appearing to be "D. P. R.", written over a horizontal line.

State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	SORIERO, PAUL
Trade Name:	PROACTIVE PLANNING ASSOCIATES
Address:	29 CARLISLE ROAD WAYNE, NJ 07470-2864
Certificate Number:	1461232
Effective Date:	January 21, 2009
Date of Issuance:	December 18, 2013

For Office Use Only:

20131218135607243



# PROACTIVE PLANNING ASSOCIATES

Emergency Preparedness, Response Planning & Training

## INVOICE

TO: City of Jersey City  
Office of Emergency Management  
& Homeland Security  
715 Summit Avenue  
Jersey City, NJ 07306

DATE: 12-3-2013

INVOICE: 1232013

ATTN: W. Greg Kierce

TERMS:

PERIOD	DESCRIPTION	AMOUNT
1 year	Conduct training program in: <ul style="list-style-type: none"><li>o Community Emergency Response Team (C.E.R.T.)</li><li>o IS-100 Incident Command System</li><li>o IS-700 National Incident Management System (NIMS)</li></ul>	\$70,200.00
	Period: January 1, 2014 – December 31, 2014	
	TOTAL	\$70,200.00

I certify that the above information is accurate.

*Paul Soriero*

Paul Soriero  
Proactive Planning Associates



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.872

Agenda No. 10.Z.41

Approved: DEC 18 2013



TITLE:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT  
WITH THE JERSEY CITY MEDICAL CENTER TO PROVIDE BASIC  
LIFE SUPPORT AMBULANCES SERVICES IN THE CITY OF JERSEY  
CITY**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) awarded a five (5) year contract to the Jersey City Medical Center to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors of Jersey City; and

**WHEREAS**, the contract expires on December 31, 2013; and

**WHEREAS**, the City is in the process of bidding for a new contract; and

**WHEREAS**, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

**WHEREAS**, it is necessary to extend the contract with the Jersey City Medical Center on a month-to-month basis while the City completes the bidding process for a new contract; and

**WHEREAS**, the Jersey City Medical Center agrees to provide BLS ambulance services to the City during the contract extension at no cost to the City;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. the extension of the contract with the Jersey City Medical Center to provide BLS ambulance services to residents, commuters, and visitors of Jersey City on a month-to-month basis beginning on January 1, 2014 is approved;
2. during the contact extension the Jersey City Medical Center shall provide BLS ambulance services at no cost to the City;

City Clerk File No. Res. 13.872Agenda No. 10.Z.41TITLE: **DEC 18 2013**

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT  
WITH THE JERSEY CITY MEDICAL CENTER TO PROVIDE BASIC  
LIFE SUPPORT AMBULANCES SERVICES IN THE CITY OF JERSEY  
CITY**

3. during the contract extension, the City reserves the right to terminate the contract at its convenience by providing thirty (30) day's notice to the Jersey City Medical Center; and
4. subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an extension to the current contract with the Jersey City Medical Center to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors of Jersey City in substantially the form of the attached.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel


Certification Required ☐Not Required ☐APPROVED 9-0**RECORD OF COUNCIL VOTE ON FINAL PASSAGE****12.18.13**

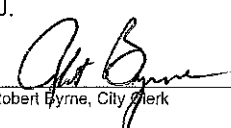
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**EXTENSION OF CONTRACT WITH THE JERSEY CITY MEDICAL CENTER TO  
PROVIDE BASIC LIFE SUPPORT AMBULANCES SERVICES IN THE CITY OF  
JERSEY CITY**

**WHEREAS**, the City of Jersey City (City) awarded a five (5) year contract to the Jersey City Medical Center to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors of Jersey City; and

**WHEREAS**, the contract expires on December 31, 2013; and

**WHEREAS**, the City is in the process of bidding for a new contract; and

**WHEREAS**, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

**WHEREAS**, it is necessary to extend the contract with the Jersey City Medical Center on a month-to-month basis while the City completes the bidding process for a new contract; and

**WHEREAS**, the Jersey City Medical Center agrees to provide BLS ambulance services to the City during the contract extension at no cost to the City;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with the Jersey City Medical Center to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors of Jersey City is extended on a month-to-month basis.
2. During the contract extension, the Jersey City Medical Center shall provide BLS ambulance services at no cost to the City.
3. During the contract extension, the City reserves the right to terminate the contract at its

convenience by providing thirty (30) day's notice to the Jersey City Medical Center.

4. All other terms, covenants, conditions, rights and liabilities of the parties set forth in the existing contract with the Jersey City Medical Center to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors of Jersey City shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and Jersey City Medical Center by an authorized representative, have executed this extension of the the existing contract with the Jersey City Medical Center to provide Basic Life Support (BLS) ambulance services to residents, commuters, and visitors of Jersey City.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**ROBERT KAKOLESKI**  
Acting Business Administrator

**ATTEST:**

**JERSEY CITY MEDICAL CENTER**

\_\_\_\_\_  
JTW  
12-18-13